VOL NO 9026
G NO 30156

9026

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502—12-3-54.

Block 7

Rack No.

Shelf No.

Serial No. 9026

General No 30156

BUNDLE
No. 30 (Thirty)
Contains 162
Note Books
from 1832 to 1851 &
1854 to 1858

1837 to 51

BUNDLE
No. 30
Contains

2 / No 64

118 / 57 3

To The President and Members of the Board of Revenue

Fort St George

Gentlemen,

1. With reference to your letter of the 27 Ultimo received on the 4th Instant I beg leave to observe that tho you have finally directed the immediate attachment the Zemindary of Shivagunga to secure the arrears of Peshcush because the Sudr Adalut have awarded it away from the present proprietor, yet you have omitted to procure me sanction for the entertainment of the Establishment including Peons necessary to carry your instructions into effect, at the same time that I request your consideration on this point I beg to inform you I shall not fail to endeavour to carry your orders into effect in however an imperfect manner.

2. Had the Actual Proprietor's Right not been impugned I had purposed recommending the setting aside of 2000 Rupees per mensem for the maintenance of his dignity & dependents. I must now request you will be so good as to fix yourselves the amount, if any, of the sum that should be appropriated for his maintenance but at the same time I think it my duty to propose that Rupees 700 per mensem should be awarded to the claimant successful with the Sudr Adalut, and 700 Rupees to the about to be ejected proprietor. If you ask why I would have recommended 2000 Rupees to the present proprietor

proprietor, has he been left in undoubted proprietorship, and only too now that his claim is in jeopardy, it is because from these very Circumstances his present habits of wasteful extravagance should be immediately checked, whatever may be the final result.

3.- The landed property of the Dewista and Chettrums of Shivagunga now under the Superintendence of the proprietor amounts to about Rup 1,20000 fearing to offer any opinion this subject, I request your instructions whether to take the Collections of their Revenues into my own charge or not.

(Signed) J. Blackburne
Prin. Collector

Madura
2 May 1837

No. 72

To The President and Members of the Board of Revenue
Fort St. George

Gentlemen,

All my letters have apprized you of the state of despair in which are the Tanks and Watercourses of Shivagunga. the moment of Assumption is the one at which Government ought to be Commenced there are no Considered Estimates in the talooks, No money in the treasury - I beg strongly to urge upon you the advantage that would accrue to the Estate, if you would procure me early Sanction for the discretionary outlay throughout the Zemindary of a sum not exceeding 5,000 Rupees without the receipt of Estimates to be sent after forms by persons unaccustomed to them, and thro' the medium of many officers, the in-

inevitable delay in which would prevent advan-
tage being taken of time and season, and be pleased to receive
instead only bills of works in the usual form when completed

(Signed) J. Blackburne
Prinl. Collr.

Madura }
31st May 1837 }

5

No. 76.

To The President & Members of the Board of Revenue
Fort St. George

Gentlemen

I have the honor to request your instruc-
tions if I am to attach or leave in the hands of actual
possessors Villages and lands not included as Inam
in the Estimated Accounts but subsequently made over
by different Zemindars as a support for their relations
and favorite servants. In a former sequestration of Ramnad
your opinion was in the latter mode of proceeding see
letter of the 22d Jany 1818.

The question is now brought to my notice
by receipt of the enclosed records accompanied by a
translation and of course I am yet unable to form any
idea of the extent of land that may be similarly cir-
cumstanced.

Enclosure not in the Records

(Signed) J. Blackburne
Prinl. Collr.

Madura }
6th June 1837 }

No. 98

To The President and Members of the Board of
Revenue
Fort St. George

Gentlemen,

With reference to your Board's proceedings
of the 12th Ultimo I have the honor to forward a statement
of a piece of alienated land claimed by Javoorivalla [illegible]

Enclosure in the Records

in Shivagunga —

(Signed) J Blackburne
Prin. Collr.

Madura }
19th July 1837 }

No. 274

To The Acting Judge of Madura

Sir,

In answer to your letter of this date I beg leave to inform you the taxes answerable for the Peishcush of the Shivagunga Zemindary have been attached to answer the demands against it, and as far as my knowledge of its impoverishment and of the heavy arrears against, and my information as to the inability of the Successful claimants to redeem it goes, I have reason to believe the sequestration will be of long continuance, but I beg also to inform you I have not attached the Davustanum nor the Private of the late Zemindar —

(Signed) J Blackburne
Prin. Collr.

Madura }
10th Feb 1837 }

No. 301

To The Acting Judge of Madura

Sir,

In answer to your letter of the 29th received on the 31st ultimo I have the pleasure to annex a Statement containing the information you require regarding the assets and outlay of the Shivagunga Zemindary, and beg to add that I paid them during the last fasly a sum of Rupees 11,540-5-" due on a long arrear by Government.

2. From the Davustanum Collection the Zemindar derives no benefit whatever but the quitrent which

which is included in the general Settlement as shewn below. The disbursements of the religious institutions do not exceed 130000 Rupees per annum. But to help you to come to a more just idea of the annual net Revenues, I beg to add that I believe the Zemindar has within the last five fuslies paid upwards of 120000 Rupees for interest or in liquidation of a former debt contracted against the Estate.

(Signed) J. Blackburne
Prin. Collector

Yalavuncottay
2nd August 1837

Statement C

Fusly	Annual Settlement			Peishcush	Annual charges of Collection	Remarks
	Rs	a	p	Rs	Rs	
1241	298610	10	9	Under Assumption		
1242	418812	14	3			
1243	492909	2	3			
1244	297080	10	9			
1245	305524	14	2			
Total	1815938	4	2			
Average	363187	10	5	262500	60832	

No. 304

To The Civil Engineer 4th Division

Sir,

Orders have been given for attending to the wishes expressed in your letter of the 31st ultimo, just received. The works which I mentioned in my public when you last proposed entering the District from Coimbatore, and when you last entered the District, are what seem to me to require your attention, & if you have leisure I shall be glad you make a general and particular report on the irrigation of the Shivagunga Zemindary.

(Signed) J. Blackburne
Prinl. Collector

Madura Yalavuncottay
3rd Augt. 1837

No. 345

To
The Acting Judge of Madura

Sir,

I am not aware that I can furnish you any further information on the subject of the Shivagunga Zemindary as called for in your letter of the 25th Instant than that already given you in the Letting.

(Signed) J. Blackburne
Princl. Collr.

Madura
28th Augt. 1837

To
The Provincial Court of Appeal for the Sn. Dn.

The Principal Collector has the honor to acknowledge the receipt this day of the foregoing precept together with the Proceedings of the Provincial Court of the same date and Copy of the Proceedings of the Sadr. Adawlut under date the 16th Instant, directing him to continue to keep the Shivagunga Zemindary under attachment till he receives further orders from the Court, even tho' the arrears which have caused the attachment be paid. The Principal Collector will not fail in obedience to the exigency of the precept, but begs to inform the Court that the Palace and the Religious lands and Establishments the annual proceeds of which are 130,000, have not been sequestered, and he will not deem it his duty to interfere with them unless he receives further instructions to that effect.

Given under my hand and Seal at Thiroopavanam in the Collectorate of Madura this 23d day of Augt. A.D. 1837.

(Signed) J. Blackburne
Pl. Collr.

No. 120 51 9

To
The President & Members of the Board of Revenue

Gentlemen,

I have the honor to inclose copies and translation of 6 addresses claiming disbursement of certain allowances of two Pagodas and one mosque in Shivagunga. The Zemindar admits the justness of the claims, and it appears from the accounts in record that the allowances of the two former were continued during the last assumption in Fusly 1241, and that the latter was paid from the funds of a Chuthrum in Cusbah Shivagunga. As the payments have been discontinued since the present assumption of the zemindary I beg to recommend the disbursement as specified in the margin, and request sanction for it and for the arrears.

1 Maharlinga Sawmy Pagoda at Shivagunga
2 Mulla Muhammad Mustan Mosque at Vaneadtoy
3 Ainasoa Roya Sawmy Pagoda at Shivagunga

1 Pagoda Rs. 4.10.8 a month
2 a Fanam a Day
3 at 3 Rs. a month

(Signed) J. Blackburne
Princl. Collr.

Madura
5th Sept. 1837

No. 127

To
The President & Members of the Board of Revenue

Gentlemen,

The extensive Murrammut repairs I propose recommending for the tanks & water courses in the Shivagunga Zemindary make extremely desirable the immediate appointment of an able and honest Superintendent, and as such I beg leave Vencataramien on a salary of 50 Rupees a month, and I am well convinced this apparent high pay will in the whole prove a matter of real economy to the affairs of the Estate.

Vencataramien is the man lately recommen

2.

by your Board to Government for this pay as Maramut Superintendent in the Collection of Captain Fraser and does in fact hold that situation on the former pay of Rupees 35. I have much reason to be pleased with his activity and abilities, and except I have had no reason whatever to doubt his honesty. He also continues to enjoy Captain Fraser's good opinion and indeed I think in [illegible] his Services are well worth the remuneration of 50 Rupees a month.

If your Board approve of my suggestion for his employment in Shivagunga I mean to recall the old Superintendent Moonia[illegible] Marathy who will do his duty as before, on the pay he has always held, and will be liable to removal whenever Government shall be induced to give the increased pay to this Collectorate to Venkataramier or he can be spared from Shivagunga.

(Signed) J Blackburne
Prin^l Coll^r

Madura
9th Sept 1837

No. 133

To The President & Members of the Board of Rev^e

Gentlemen

I have reason to believe that the Zemindar of Shivagunga is collecting the quit Rent balances of the Dhuskanams for last fusly and appropriating the proceeds to his own use and I am this day given to understand he is anticipating the Collection of the Rents for the same lands for the Current fusly and I trust your Board will not attribute

to impatience for your instructions on my letter of the 9th May last that I venture to address you on this subject.

2 — I have notified to the Zemindar my suspicion and my intention to proceed against him under Regulation IX of 1822 as coming under its provisions by Sect. XVI Regn. VII of 1817 if you approve of my doing so towards a man under his circumstances, at the same time it will be impossible to recover from a poper the quit rent due on the Estate which he may mean time appropriate to himself.

(Signed) J. Blackburne
Princ. Collr.

Madura
16 Sept. 1837

No. 42

To
The Civil Engineer 4th Division

Sir,
I have the honor to forward an Occasional Estimate and a plan and section for constructing three talook Cutcherries in the Shivagunga Zemindary now under attachment, amounting to Rupees 1098, 13. 0 and request you will procure me the necessary sanction.

(Signed) J. Blackburne
Princ. Collr.

Madura
5th October 1837

No. 50

To
The Secy. to the Board of Revd. D. P. H.

Sir,
With reference to the extract from the minutes of consultation under date 2nd Instant annexed in your communication of the 5th I have the honor to report for the information of the Governor in Council that the average collections of the last ten years from Fusly 1236 till 1246 (excluding 1245) is Rupees .... 367079 - 10 - 3 -

Sebbundy charges per annum ..... 32470 " "
Peshkush .... 262500 " "
294970 " "

Surplus 72109-10-3

The Surplus and future Collections must be Credited to arrears of Peshkush due by the Zemindary up to July 1246 or to Sepr. last amounting to Rupees 190271-6-11

As all the tanks and watercourses in the Zemindary are in a very ruined State, it is imperatively advisable advances shall be made by Govt. and I have directed Estimates to be prepared to the extent of Rupees 50000 so that the works may commence next February and to Superintend Works of such importance it will surely be a decided gain to the Estate to appoint a man of ability and integrity which can only be expected by granting the suitable allowance which I have thought to recommend.

Madura
10th October 1837

(Signed) J. Blackburne
Prin. Collector

No. 45

To The President & Members of the Board of Revenue

Gentlemen,

With reference to your instructions of the ... March I have the honor to forward Copies of the 31st July and 13th Octr. from the Zemindar* *Enclosures in the records of Shivagunga and Ramnaden Chitty and as the Zemindar has no longer the power to comply with your wishes I would beg to know if I may be empowered to fulfill his wishes in part and how far from the proceeds of the Estate prior to, or in connection with the liquidation of the arrears —

Ramnaden Chitty is a Merchant of unblemished Reputation and I have no doubt the loan was negociated and applied for the purpose of paying the Government Kists as stated by both parties.

3\. It is possible your Board may decline under the altered circumstances to aid in the recovery of the Agency Pension from troubling you with any recommendation of the portion to be liquidated in conjunction with the arrear for which the estate is now under assumption; and will only observe that should your Board approve of any appropriation towards the liquidation of that debt, the merchant should be called upon to give an acquittance of all claims on account of the assumed debts and mortgages & to satisfy himself with the repayment of his principal and 12 per cent interest accruing thereon either in simple or compound interest as you think proper.

4\. Having thus hastily performed forwarding this address till nearly ready to submit my report on the settlement of the Shivagunga Zemindary which I shall despatch in a week.

Signed J. L. Blackburne
Prl Collr.

Madura
23d Oct 1837 } No 149

To The President & Members of the Board of Rev.

Gentlemen

1\. In elucidation of the settlement of the assumed zemindary of Shivagunga for fusly 1246/1836/7 I have the honor to forward the following statements

142 Tables of land and grain measure.
344 Rates of Tax payable in money & in kind.
5 Statements of Sotantrums or fees payable to village officers &c from the gross produce
6 Maniyam Lands recently conferred upon Ambalgars or heads of villages

Contd

7 Inams recently confirmed in Durmasanam Lands
8 Reduced tax on Punjah Lands in 9 Villages
9 Abstract of the Settlement
10 Details of Settlement
11 Demand Collection and balance Statement
12 Account Current

The Orders of Government and of your Board for the assumption of the Zemindary dated the 2nd April reached me at Dindigul on the 4th May and were Carried into effect by the 12th of the same Month so that my management of it for the last fusly embraces only a period of two Months, the Cultivation harvesting and Collection of all that was [illegible] having been nearly Completed before [illegible] there being left an Outstanding balance of only Rupees 11643.-8.- Not a single Account was furnished me by the Zemindar, nor are those which I succeeded in obtaining from the Gomastahs at all Complete, and there is no Correspondence between the Collections and balances in the Memoranda kept by the Gomastahs of the Palace and those in the talooks, there was not forthcoming even a Correct Account of the unalienated Villages.

The absolute Necessity for my presence in Madura talooks towards the close of the fusly prevented my personal attendance in Shivagunga till the 18th July, from which date till the end of August I was engaged in Collecting and Comparing the Peirmoni Accounts at the Kusbah of the Several talooks and then I had much difficulty in adjusting a great variety of disputes regarding the rates of tax in money and kind from the absence of any previous Settlements

Settlements (much of the previous management appearing to have been conducted by verbal instructions) I at length effected the Settlement and ascertained (as far as I could) the state of the Collections and balances; but the experience of another year is requisite to give me confidence in the opinion I have adopted from the information before me.

3 The Zemindary was formerly divided into 14 talooks but at my advice the Zemindar reduced their number to Eight, in which state it will be sufficient to keep them for the present. These are subdivided into 113 Maganums, comprising 760 villages, which form the portion of the Estate under Assumption. I have selected the Ameens, Amuldars, Tasildars and the Mozemdars with much care, as I hope will be apparent from inspection of the paper marked A shewing their previous Service &c. An inquiry was instituted into the Characters and abilities of the inferior talook Servants, maniagars &c. &c. and wherever I possibly could, I retained the incumbents in their places. The Curnums are ignorant, contemptuous of authority, acting according to their own pleasure and keeping their Accounts without order or regularity, as best pleases them; and I have much reason to believe that a fraudulent mind is much oftener the guide of their errors than honest intention. I have issued a paper of instructions in 36 paras. or rules, warning them and heads of villages, of the penalties attending fraud, and I have furnished them with Copies of the forms for Accounts that were found to answer so well when Ramnad and your Board will recollect the two formerly were one united Zemindary was

last

last under assumption -

The Zemindary Never had been Surveyed; Lands entered in the accounts as one Chey will sometimes be found on measurement to be no less than 2½ Cheys, and a Village of 100 Cheys will prove to contain double, and tho' from the circumstance of the wet land paying almost invariably in kind, no loss accrues to the Estate in its main branch of Revenue, yet the extra taxes on land and Straw* being made on measurement, the receipts of the Estate from these sources can never be correct or fair. The Zemindar has also** granted much jungle land in Dhermasanam Villages on Cowles, the exact extent of which has never yet been ascertained, and I have found whilst enquiring into Cole boundary disputes that some specified as fifteen Cawnies, actually measures as much as five hundred. The denominations of land measures differ in different Villages as Coonkums, Cheys, and Goontas, and the Rod itself is neither uniform nor does the same Rod serve for different kinds of Cultivation as is more briefly and clearly pointed out in Statement No. 1. I point out these particulars to shew the difficulties of forming a very correct Settlement rather than as recommending a remedy an undertaking which I cannot consider advisable under a temporary assumption - I will also notice that the wet lands paying a fixed money Rent are about one seventh of the whole in the Punja and Punja Cotton alone pays a money Rent, and as the dry grains produced on this land are from 12 to 15 different, the correct receipt of the Government share is almost impossible from natural difficulties and still more so from the facilities for fraud in Punja

Lands

* From 2 to 4½ Fan[s] per Chey -

** Vide Supra Para 7

lands the money rent almost invariably prevails.—

5.— Ramnad and Shivagunga originally formed component part of the Ramnad Zemindary, but about the year 1729 it was divided into two unequal parts 3/5th retaining the name of Ramnad, and the other 2/5 under the title of Shivagunga, was bestowed in dower on one of the Ramnad Sethoopathi's daughters:— The Ramnad portion comprised the whole Coast, with exception of the port of Tondi and one or two small tracts, and is generally of a brackish and inferior soil; whilst that of Shivagunga is, for the most part, rich land, capable of very general irrigation, for tho' about one fifth of the whole Estate remains covered with jungle, it might also, under proper management, be without much trouble converted into paddy lands, and it is really deplorable to see the care and tenacity with which the Zemindar seeks the preservation and extension of these woods (of no large timber) with no other view than the extension of covers for game. The Shivagunga paddy too is of the finest kind, known by the name of Wolaghey, and forms the principal food of the inhabitants of Madura & Ramnad; whilst the paddy of Ramnad is of a very inferior quality. The cultivators are Maravers, Kullers, & Mussulmans; and in two talooks alone are found Roman Catholics & Mattumbadies, the latter of whom came, originally, from the talooks of Ariatoor and Woothumpollium to Ramnad; and about 30 years ago were introduced into Shivagunga, where a remission of one fanam per

per Koorkum has been granted them by reason of their industry and agricultural ability from the Standard rate for Nunja lands.—

The double fanam convertable into the Company's treasuries at the rate of 22½ to the Star Pagoda is the Currency of the Zemindary with exception of the talook of Thirpavanam where the Cully fanam is in use in the Accounts.—

All grants orders &c. by the Ramnad Zemindar bear the head of his proper Signature. The appellation of the preceding Deity or Ramisaram as "Ramnada Saumy tonay," & in like manner those of the Shivagunga Zemindar bear their title "Calliar Saumy tonay" derived from the Deity of Calliarcoil.—

The failure of Revenue in good & bad years is equally owing to the following four Causes; 1st the extreme neglect of the means of irrigation 2nd the exceeding irregularity in the mode of management 3d the extent of arrears of pay in which all classes of Servants including even Peons, are kept 4th and lastly the extravagance of the Zemindar and his disinclination to, and inexperience in business.—

But to proceed to the direct matter of the Settlement. The Season, as I have frequently brought to your Board's notice, was particularly unfavorable throughout the whole Collectorate, and in no part more so than in this Zemindary.— There was no north east monsoon; and the large tanks of Caroor, Murma, Rethoor, and Yamooniswaram dependent upon the Vighey River did not receive a drop of water. The principal culture was Nunja. The Nunja in the beds of tanks. The Ryots suffered exceedingly and left their Villages to seek subsistence in

B in Tanjore and Trichinopoly in great Numbers, as I am
personally aware, for I beg to remind you I gave great
attention to the State of the Zemindary when I passed thro'
it in December last, and when I consider the very bad
season and extreme mismanagement of the Ex Zemindar
I cannot at all wonder at the vast falling off
in the Revenue—

7 All doubts and difficulties that arose
in the Settlement I disposed of on my own Authority,
but lay the Chief ones before you for any Modification
you may think proper for the next Settlement with.

1. The tax on Cocoanut trees was formerly
2 Fanams, and on Palmira trees a quarter of a Fanam,
but in the talooks of Thiroopattoor, Thiroovadanai [?] putt,
and Oorsoovauthy [?] the Zemindar in Fusly 1244 reduced
the tax to one Fanam per Cocoanut tree and to 1 Fanam
per every 7 Palmira trees. greatly approving the reduc-
tion I shall continue it unless forbad by your
Board—

2. On every talook Chillies and Brinjals
were liable to a tax. In April 1834 the Ex Zemindar
relieved the Thiroopattoor talook from it as there
is no reason for such partial exemption I confirmed
it for the Fusly under report but carefully informed
the people through the [illegible] hereafter—

3. It was Customary to levy 2
Bundles of Straw on each nominal Cawny of Punja
lands but I have adopted the practice followed
during the last Assumption in Fusly 1241 of receiving
in lieu of it one half or a quarter Fanam according
to the selling prices in the different talooks—

4. In Fusly 1245 the Ex Zemindar granted
an increase of Maniyam lands to the Heads of Villages
in parts of Tancoor [?] and Thiroopattoor; and as it
seems

seems to have been done solely as a douceur to induce them
to become security for him in the Suit lately decided against
him. I purpose Cancelling them henceforth. the particulars
are shewn in the Statement No. 6.

5. On the Thiroopattoor and Thiroopa-
vanam Talooks are many Carpamit to per held free
of tax by Fakeers, Servants of the Palace and others
of long uninterrupted enjoyment but without any
documents. On fasly 1234 a tax was imposed upon them
and stands as an annual Accumulation in the Accounts
of the Palace as I am informed by the Curnums & Gomastas
but shall make no alteration unless under your instruc-
tions.

6. A kind of Mohturpha tax from
one to three fanams a head under the title of Cudjal tax
is leviable from every Cottage in the Zemindary, but for 25
years the Collection of it has been successfully resisted
in the Talooks of Amravathy, Thiroovadgoomputtoor and
Corroovanully and remains as a balance as I am told. I
look upon the tax as altogether objectionable
and irregular but do not purpose any alteration
except under your instructions. The amount for
one year in the three talooks above named is Rupees 63-
9-4 and the amount demandable in the fasly in
the other 11 talooks which submit to it was [illegible] Rupees
123-4-7.

7. In fusly 12[illegible] the former Zemindar redu-
ced the Punja tax in 62½ villages of Thiroovadgoom-
puttoor as shewn in the Statement No. 8. the full tax
continues entered in the Accounts and the sum that
reduced is never Collected, but is said to stand
as a balance against the Ryots. I shall follow this
practice implicitly till I receive other instructions
from you.

8. In like manner the tax payable as
a fine on Sotumtoom is by Carpenters and Iron Smiths
in

in the talooks of Thiroovaiyoorputty and Aroovauntty was reduced one half in fusly 1243, and tho' no attempt has been since made to collect it the portion not collected remains as a balance against them. I purpose no altera- tion in the sum to be demanded or in the mode of keeping the accounts.

8. Of the 7 43/16 [illegible] Villages I found 33 rented for one year, 17 for three years, one for 7 years, one for 10, one for 15, and one for ever, which arrangement was acquiesced in for the fusly under report. The Pattatoor and 16 other Villages of the 33 above noted bordering on Rajah Bahadoor's Country have ever been under rent uninterrupted even under former assumptions, and there is no reason to disapprove of the arrangement. The following table exhibits an abstract statement of the Settlement.

		Proprietors share of Crop		Its value			Tax on Punjaland and ready money Collections			Total		
		Caw	[illegible]	Ch	F	C	Ch	F	C	Ch	F	C
Amany	Punja in kind (Warapatt) & on grain Rent (Verisapatt)	5751	5 4/4	106968	9	2	"	"	"	106968	9	2
	Nunja Mel Punja & Punja in Kind	27502	11 4/16	40627	11	3	"	"	"	40627	11	3
	Punja Swornadayem and all Lands paying a Money Rent	"	"	"	"	"	35858	15	8	35858	15	8
	Total	84654	4 5⅝	147590	4	5	35858	15	8	183455	4	1
Rents	Davastanom, Bramadayam and Manyams or Quit Rent	"	"	"	"	"	61921	5	"	61921	5	"
	Sub Division Cuthkut & Potty Palliams	"	"	"	"	"	12643	8	"	12643	8	"
	Village Rents	"	"	"	"	"	36654	1	4	36654	1	4
	Rents of Chanks and Chayroots	"	"	"	"	"	627	"	"	627	"	"
	Total	"	"	"	"	"	111845	14	4	111845	14	4
	Grand total	84654	4 5⅝	147590	4	5	147704	14	"	295301	2	5

Settlement of preceding year according to Curnom's Accounts	360046	3	[illegible]
Decrease	64745	1	[illegible]
Settlement of fusly 1241 when last under assumption as reported by Mr. Wroughton on 27th May 1833 a less unfavorable season	298610	10	[illegible]
Decrease in fusly under report	3309	5	[illegible]

9. There being no detail Accounts of last fusly I proceed to shew some of the principal items in comparison with those of fusly 1241 when last under Assumption.—

The Nunja Revenue of the year under Report amounting to Rupees 106988-9-2- was obtained from 6805 Cheys producing 117283 Calloms of Paddy the proprietors share of which was 51994 Calloms, and the rent of 639 Cheys amounted to 5136 Calloms. Total 57131 Calloms being a Net decrease of 20693 Calloms below the proprietor's share in fusly 1241. The average price of Paddy per Callom in 1241 was Rups. 1-2- whilst in the present it had risen to Rups. 1-11-2; The average returns of Paddy per Chey was in fusly 1241 Callom 24 and a fraction, and in the present only 17 Calloms and a fraction.— | Melwaram of fusly 1241 - 77844 / 1248 - 57151 / Decrease 20693

The Nunja Mel Punja and Punja Revenue in kind amounting to Rs. 40627-11-3- was obtained from 6221 Cheys of Nunja Mel Punja land, and 3002 Koorkums of Punja land yielding a produce of 89799 Calloms of which the proprietor's share was 27502 Calloms being a Net increase of 13237 Calloms over the produce of 1241 and the average price of dry grain in the present fusly was Rups. 1-7-7- per Callom, whereas in 1241 it was only " 15-4- per Callom.— | Melwaram of fusly 1248 - 27502 / 1241 - 14265 / Increase 13237

The Punja, Swornaudayom other money rented lands, the Durmasanum Poroottee, Sub division Peishkush and 4 Petty Polliums dependent on this Estate being unchangable in the demand require no particular notice.—

The Rents amounting to Rups. 36654 are the Revenue of the 54 Villages alluded to in the 8th Para of this Report.—

The chanks were rented by the Ex Zemindar for the fusly under Report and up to September of the current fusly for 600 Rups., and the Chayroots for further

1248

1246 and 47 for Rup.s 27 the Chayroot Rent of a New Source of Revenue, I have Confirmed, and Sold the Chauk Rent for the remainder of the Current Fusly for Rup.s 410.

10. In Statement No. 10 of the Settlement in detail you will observe deductions in land and in produce under various denominations to which I beg to offer a brief explanation.

Audi Madungal are lands cultivated towards the Close of one Fusly but not coming to maturity till the next, unincorporated in its Settlement.

The Nunja Withered Crops were admitted on the examination of the Zemindar's Servants without scruple, so well was the State of the District known added to the greater part paying either d on division of Crops.

The Lands wholly and partially alienated for Pagodas and other Causes have been deducted as usual.

The Cunganum paid at the rate of 2 measures per diem for each person superintending the Reaping was admitted as a usual deduction from the proprietor's share.

The Necessary price of water is borne in equal proportions by the cultivator & proprietor on occasions where a Village being deficient is to purchase from its more fortunate Neighbour.

The deductions on account of Village expences for Religious Ceremonies and for Dawustanims have followed the usual long Established rules.

11. The Revenue demandable on the Durmasanom lands recently granted on Cowle alluded to in the 4th Para of this Report and particulars of which are shewn in Statement No. 7 Amounts to Rup.s 2762-11-4 but Rup.s 1951 only appear to have been Collected, for the

Prior to Assumption 1839
After 112
1951

remainder

remainder appearing as balances. Various reasons are
assigned as neglect to furnish permission to clear the
jungle; as being necessary to keep it waste, from the unfavor-
able nature of the season; as the crops having withered
from the same cause and cultivators declining to
pay unless the future profits be assured to them by
the Registering officer. And in cases the rice holders
maintain payment has been made which is denied by
the Zemindar and unsupported by documents on either side.
These lands as before shewn have never been measured
and the tax has been fixed without any consideration
of the interests of the successor to the Estate or even
of its immediate interests, for instead of being
fixed on a measured extent or on such a quantity
of seed land it is expressly given on an undefined
extent the carefully preserved germ of future disputes
and oppression, as will be seen by copies and translates
of two of the papers marked A B and its immediate
injury to the Estate will be admitted from its tendency
to call away the cultivators from comparatively highly
assessed and rich lands to bring this jungle covered lands,
of course any tax at all into such land cultiva-
tion: and trusting in the strength of their agreements
some of the outside holders have already been at much
expence in clearing their lands. I have not included
this amount in the settlement and request your instruc-
tions regarding it for the entirely the assessment of the
Agreement as a revenue measure I know not how far
its indefiniteness and the bad faith on both sides to
be inferred therefrom will warrant the abrogation
of the Agreements or if the decision against the
Zemindar be confirmed in appeal before His Majesty

in Council the Successor to the Estate will no doubt be able to set them aside; but for the mean time I can only recommend that the rights of the Cowle holders should be distinctly defined as far as regards boundaries, which cannot be done without a measurement of the spots in question.—

13 26

12. Of the balance of Rupees 16413-3-" due at the period of assumption Rs. 10978-7-10 have been collected up to the 25th Instant, and Rs. 1086-10-8 are left as a balance in the Accounts according to Custom — the remainder amounting to 4348-"-6 will I expect chiefly must be collected in the next or two next months.—

13. The balance of Kists against the Zemindar on the 12th May the date of assumption was 171000 " "

Amount of last Kist of Fusly 1246	28000 " "
Amount advanced by Government for Establishment Saderward &c. up to 11th July	8906-10-6
Total	207906-10-6
Amount Collected up to 11th July	9745-1-3
Credit given on Account of Mootarpha remission	7722-11-"
	10467-12-3
Nett balance against the Zemindary at the end of the Fusly	197438-14-3

Coll.ns from 12th July to 21st Oct. 14-1837

Rs. 22000-13-5

Charges for Estt. & Sadir } 8552-14-1

Nett Coll.n 13460-2-4

From the 12th July to the 25th Instant Rupees 31460-2-4 have been Collected, and the present favorable appearance of the Season gives promise of an early recovery of the Arrears.—

15. It will be proper to apprize you that I have received a Precept from the Sud.r Adawlut prohibiting the release of the Estate after recovery of the Arrears without their further instructions.—

(Signed) J. L. Blackburne
Prin.l Coll.r

Madura }
30 October 1837 }

No. 10.

To The President and Members of the Board of Rev.e

Gentlemen,

With reference to your Proceedings of the 19th October

details I have the honor to inform you I have thought it incumbent on me to delay no longer in assuming charge of the Dauastanams and Chettrams of Chingleput in consequence of their very extensive neglect and misappropriation of their funds.

As the Accounts now in charge of the Ameen Landis of the Estate are altogether unequal to the additional Duty upon them I shall do myself the honor to submit as soon as I can ascertain by experience what is requisite a detailed Establishment for their management as it at present it has long been the practise and as appears to me almost indispensable.

(Signed) J. Blackburne
Mr. Coll.

Madura
31st January 1838

No. 13

To The President & Members of the Board of Revenue

Gentlemen,

In the Ameen Districts it is, as you are aware, usual to proceed with the Ordinary Marametes as soon as, or even before the Estimates shall have been submitted to you. I have often brought to your notice how much is required in this way for a sequestered Zemindary of Sivagunga. From sickness and domestic afflictions in different Grades of the Civil Engineer Department I have been nearly a ... army ... to have had each Estimate laid before ... With infinite exertion and by means ... I shall hereafter have the honor to lay before you I have collected the Necessary Estimates amounting to considerably more than a lac of Rupees, and I am losing no time in putting them into English in the proper form for your examination but meantime not a moment should be lost in commencement of the works in the same way as in the Ameen Districts, and unless I receive your prohibition

hibition within a reasonable time I purpose to make the necessary disbursement from the revenues of the Estate. I shall of course avoid to undertake more than I have not every probability of completing and I shall be careful not to make the slightest unnecessary expenditure.

(Sig'd) J. Blackburne
Coll'r.

Madura
15th Feby 1838 } No. 18.

To The President and Members of the Bd. of Rev.

Gentlemen

I have at length the honor to forward the statements called for in your proceedings of the 24th Jany exhibiting the extent value and dates of all alienations of land revenue by the late proprietors of the Shivagunga Zemindary. No. 1 shews all the Davasyom and Dhurmasanom grants for the support of Pagodas Chuttrums and other such like purposes, whilst No. 2 shews the Villages granted on service (Servithum) tenures.

The dates of grants are omitted in some Villages from the failure of the incumbents to produce their deeds of tenure, and from the unprecedenting irregularity of the Zemindary Accounts, where such information is not recorded till attachment be resorted to, whereby to work on the fears of the incumbents, the required information cannot be obtained.

(Sig'd) J. Blackburne
Coll'r.

Madura
17th Feby 1838 }

With

No. 24.

To The President and Members of the Board of Revᵉ

Gentlemen

1. With reference to my letter of the 21st January, and your answer of the 12th Ultimo, I have the honor to submit a List of servants requisite for the management of the Assumed Davustanums and Chuttrums in the Shivagunga Zemindary amounting to Rupees 6384 per annum, being 5 Rupees 3 annas per Cent on the Collections, and which I think incapable of reduction from the lands being scattered over the whole Zemindary and the dues receivable in kind.

2. Had your Board hesitated to permit the assumption of these lands &c it must now have been carried into effect under precept from the Sudr Adawlut under date 3rd Instant.

3. In no instance have the former incumbents of situations been removed without careful consideration and conviction of the necessity and it seems necessary only to bring to your notice that the Tasildar is the son in law of my Sheristadar and has been transferred from the Superintendence of the Meenatchee Pagoda in the Fort of Madura to which he was appointed under your concurrence under date the 7th December 1835, and it is solely in consequence of the diligence ability and integrity he there exhibited that I have selected him for the present duty.

(Sigᵈ) J Blackburne
Princl. Collr.

Madura
13th March 1838

No. 25.

To The President and Members of the Board of Revᵉ

Gentlemen

In compliance with the desire

expressed in the 5th Para. of your Letter of the 1st received on the 12th Instant, to be kept acquainted with what I may do in resumption of alienated lands in the Shivagunga Zemindary I have the honor to forward for your informa-tion Copy of a Return made this day to a Precept of the Provincial Court for the Southern Division received on the 10th Instant.

Regd. J. Blackburne
Civil Colr.

Madura
14th March 1838 } No. 26

To
The President and Members of the
Board of Revenue

Gentlemen

1. I have the honor to forward Copy of a Letter, this day addressed with the Moramut Estimates for Shivagunga, to the Civil Engineer, as I apprehend he purposes visiting Shivagunga before he submits them for your Consideration.

2. With reference to your Letter of the 1st Instant I beg earnestly to recommend immediate permission being given me to go on with the Works injurious to the Inhabitants, the Proprie-tor, and to the Government.

3. The positive mischiefs alluded

alluded to in the 2nd Para of my letter the Civil Engineer
is of opinion I have yet no exact account equal to 2000
Rupees, totally owing to the weakness and insecurity 3
of banks which would have been under repair but
for the receipt of your letter of the 1st Instant.—
These must now be instantly repaired
4. as "Extraordinary" and with this example I trust you
will send me early permission to go on with works in
the different Talooks to the extent of at least 10000
Rupees, and I beg to impress upon you that every
days delay is an injury to the State.—
5th. The Estimates have been forwarded
on brown paper as my indent for Stationary for
the current year has not yet been complied with.—
(Sigd.) J Blackburne
Madura Prin. Collr.
15th March 1830 No. 147

To The Civil Engineer 4th Division

Sir
I have the honor to forward the
Ordinary Estimates for the Zemindary of Shivagunga
which from their large amount I request may be
submitted to the Authorities at the Presidency
with as little delay as may be.—
The long neglect of this impor-
tant branch of Revenue administration, interrupted
only by most slight and partial Care, has now
rendered the necessary work there is no prospect
of completing in less than three seasons, perhaps
not for five; and for that period I would beg of
sanction

Sanction to be obtained that no [time] may be lost in taking advan-
tage of Change of Season and local Circumstances which
cannot be Commanded but with the most provident watch-
fulness and Care.— 31

2 Your promise to give the efficient aid
in the preparation of these Estimates having been in very
great measure frustrated by the entire disqualification
by Sickness of your assistant, and by the domestic Cala-
mities of your Senior Assistant Revenue Surveyor, Compelled
me to withdraw the Collectorate Measurement Super-
intendent from his proper duties, and the whole of the Estimates
not prepared by the assistant Surveyor, have been diligently
and Skilfully performed by him. I have frequently recommended
him for an increase of pay as due to his abilities, integrity and acti-
vity. I now again beg to recommend thro' you that his pay be
made up from the Zemindary Estate from the 1st November,
the day on which he entered on this duty, from Rupees 35 to
Rupees 52½ per Mensem till the 28th Ultimo, and that, as
his Services are now imperatively required on the Chunna
Moolar project, his pay as Measurement Superintendent
of the Collectorate be increased from the 1st Instant
to Rupees 52½ per Mensem.— He is at this moment exa-
mining the injury done to the unfinished Sendi Road,
from the bursting of Tanks in the neighbourhood of
Shivagunga by the unusually heavy and most valuable Shower
of Rain of the 1st Instant. In a few days he will witness
the Completion of the Vegay Causeway at this place, and will
then proceed to the Chunna Moolar where I hope the
preparations will be so far advanced as to enable him
at once to commence the Cut with vigor.—

3 In the Estimate forwarded to
you the Amount head is left blank because it is unknown
and the accounts given not Credible, and at this mo-
ment impracticable to ascertain.—

The

pretended Zemindary rate of Earth work is 4 pice per rod of 16 hands. but independent of little or no work ever having been performed, it was always Customary to give an addition according to the distance it had to be carried. In the Estimate the rate is 6 [illegible] per yard but it is probable it will be found the smaller tanks may be undertaken at 4 pice; which however Cannot be clearly known since the Estimates were made whilst the water was still in the tanks. The rate fixed for distances not exceeding 25 yards is 4 pice; above that 6 pice per yard.

4 By the abstract I have shewn the probable increase at 1,95,740 rupees, nor do I believe I have at all exaggerated in my anticipations, so excellent is the soil, and so sufficient are the Cultivators in number; but such is the mismanagement, and want of foresight in the Proprietor and his people, that there is no hope of the necessary repairs ever being undertaken in his hands, as may be argued from the hitherto gross misappropriation of the Collection fund being a levy of from 8 to 12 Marcalls of grain on each Choy of [illegible] land, Collected from the Ryots for the express purpose of works of irrigation, and which averages 10000 Rupees per annum, a sum ample, had it been duly and fairly expended, to have rendered any extraordinary outlay now unnecessary.

The Board will expect the entire realization of the Kists of this year after deducting all charges, as well as a balance appropriable to the liquidation of last year's balance, and I must therefore fear they will be disappointed; but it will often happen that in the progressing of these works there will be no assets belonging to the Zemindary to meet the outlay. I wish therefore for their consideration to authorize the necessary disbursements from the Government Treasury;

and

and this I beg strongly to recommend as I am convinced so beneficial an application of their money in temporary loan will be followed by an immediate amelioration of the condition of a large body of people, and the best means of securing a large supply of the most valuable description of rice for the market.—

Madura 15th March 1838—

(Signed) J. Blackburne
Prl. Coll.

To
The President and Members of the
Board of Revenue
Fort St. George—

Gentlemen,

I have the honor to forward Copy of a letter this day addressed with the Measurement Estimates for Shevagungah to the Civil Engineer as I apprehend he purposes visiting Shevagungah before he submits them for your consideration.—

With reference to your letter of the 1st Instant, I beg earnestly to recommend immediate permission being given me to go on with the works in justice to the inhabitants, the proprietor, and to the Government.—

The positive mischief alluded to in the 2nd Para of my letter to the Civil Engineer is I fear (I have yet no exact account) equal to 1000 rupees totally owing to the weakness and insecurity of banks which would have been under repair but for the receipt of your letter of the 1st Instant.—

These must now be instantly repaired as Extraordinary; and with this example I trust you will send me early permission to go on with works in the different Talooks to the extent of at least 10,000 rupees, and I beg to impress upon you, that every days delay is an injury to estate.—

The estimates have been forwarded on brown paper as my Indent for Stationery for the current year, has not yet been complied with.—

I have &c.

(Signed) J. Blackburne
Prl. Collr.

Madura 15th March
1838—

[illegible] Mins of Bd [illegible] 30th [illegible] 1838

To the President and Members
of the Board of Revenue,
Fort St. George

Gentlemen,

With reference to my letter of the 15th ultimo, I request your permission to pay monthly, commencing from the 1st Instant, the Sum of 500 rupees to Angoomootoo Natchyar, who has established her Claim to the Shevagungah Zemindary, and is only kept out of possession in consequence of the Arrears which she is at present unable to pay, from the assets of the Estate.-

As the Zemindar remains in possession of all the personal property, for which a suit has, however, been recently instituted in the Provincial Court of Trichinopoly, I no longer recommend an allowance being made to him as proposed in my letter of the 9th May 1837.-

The lady resides at Madura, and subsists on loans.-

I have &ca
(Signed) J. Blackburne
Princl Collr

Madura
4th April 1838.-

To the President and Members
of the Board of Revenue
Fort St. George

Gentlemen,

I have the honor to forward Copy of the precept regarding the attachment of the Dewastanums &ca in Shevagungah, as required by your proceedings of the 26th Ultimo, this day received.-

I have &ca
(Signed) J. Blackburne
Principal Collector

Madura
7th April 1838.-

To

To the Secretary to the Board of Revenue 18/35
Fort St. George

Sir,

A precept from the Zillah Court of the 2d Instant, having cancelled the previous one of the 7th March, directing Ungamootoo Natchyar to be put in possession of the Shevagunga Zemindary on paying off the arrears, I have the honor to advise the Board of Revenue of the circumstance, as my recommendation under date the 4th Ultimo of an Allowance of 500 Rupees per mensem being made to her for subsistence &c. from the proceeds of the Estate would under the altered circumstances, be improper—

I have &c.
(Signed) J. Blackburne
Princl. Collector

Madura
5th May 1838—

To the Secretary to the Board of Revenue
Fort St. George

Sir,

In reply to your letter of the 21st Instant, just received, I request you will inform the Board that, to my apprehension, the precept of the Acting Judge of the 7th March directed the Natchyar should be put in possession of the Shevagunga Zemindary on paying the arrears of revenue; and that I considered the precept of the Register in Charge of the 30th April, (incorrectly stated in my letter of the 5th May as of the 2d Instant) as annuling the previous precept of the Acting Judge—

I have &c.
(Signed) J. Blackburne
Principal Collector

Madura
29th June 1838—

To the Secretary to the Board of Revenue
Fort St. George

Sir,

In reply to your communication of the 12th Instt., received

received yesterday, that the Board do not deem the precept of the Register in Charge of the 30th April, as setting aside that of the Acting Judge of the 7th March, and desiring me to inform them, if there is any other bar to the Ranee Angoomootoo Natchyar being put in possession than her inability to discharge the arrears of Peishcush, and find security for Rupees 10,000 for costs to be incurred in appeal before the Queen in Council, I have the honor to observe that it was in consequence of her failure to give security for one years profits of the Estate that Mr Limond's precept was sent in what I thought was a cancel of Mr Glass' under orders from the Superior Court. I have &c.

Madura
19th July 1838.

(Signed) J. Blackburne
Prin'l Collector

To the Secretary to the Board of Revenue
Department of Public Works
Fort St George

Sir,

Under date the 22d February, the Government were pleased to sanction the erection of three Talook Cutcherries in the Shivagunga Zemindary, at an expense of Rupees 362-14-9 each. I have the honor to request you will procure me sanction for another at Parthepanoodoor at the same rate. I did not apply for it in my Estimate of the 5th last October, because I was not sure that I might not be able to select a more centrical place, where some choultry or other Zemindary building might be appropriated. The place in which the Cutcherry has hitherto been held, is a Chettram belonging to a private individual, who now earnestly entreats its evacuation, which will be instantly complied with. Under similar circumstances a 5th Cutcherry may hereafter be applied for for the Yamaneswerum Ameen, but for the present may be

dispensed

dispensed with.—

I have &c.

Madura Connacoody 27th August 1838.— (Signed) J. Blackburne Principal Collector

To the Secretary to the Board of Revenue Fort St. George

Sir,

I have the honor to acknowledge the receipt on the 14th Instant, of the Board's Endorsement of the 26th Ultimo, on Petition No. 365 of 1838, and in reply beg to state, I originally referred the complaint to the Ameen of Thiroopputtoor, on whose examination and report of the 3rd April, I dismissed the Complaint on the 10th of the same month, and on receipt of your Endorsement, I have caused a renewed examination at Thiroopputtoor, whither I was proceeding for the settlement. The 9 Meerassy Artificers of the village have been examined, as also all the documents offered by the Complainant, and the documents of my own records, and being still of opinion, that Petitioner has no good claim to the Shares of Ambalum Meerassy claimed, I have again rejected his complaint, furnishing him with my decision in detail, and beg to return the original Petition presented by him to the Board.—

I have &c.

Madura, Connagoody 31st August 1838.— (Signed) J. Blackburne Prin. Coll.r

To the Secretary to the Board of Revenue Fort St. George

Sir,

I have the honor to request you will lay the enclosed address (with translate) from the Ex Zemindar of Shevagungah, before the Members of the Board, with my recommendation that he be allowed to receive, at the rate of 500 rupees per mensem in arrears from the 12th July last, the date of the assumption of the Cowle Keryem lands, the possession of which prevented me

me recommending any allowance for him, at the time I made such a request on behalf of Unga Mootoo Natchyar, on the 4th April, and 11th August, finally sanctioned by the Board on the 23d Ultimo.—

I have &ca

(Signed) J. Blackburne
Prinl. Collector

Madura, Thiroopavanum
14th September 1838.

Translation of an Address of the 13th September 1838 from Mootoo Vijia Ragoonatha Boda Gooroosamy Peria Odea Thaven, to the Principal Collector of Madura.—

Understanding my adversary, Unga Mootoo Natchyar, has been granted an allowance of 500 rupees per mensem, in arrears from April, for her maintenance, I beg to inform you of the difficulties I have been in since the assumption of my Zemindary, seventeen months ago, to provide 200 Pagodas a month, for the support of myself, and immediate dependants, and the maintenance of the appurtenances of the palace, in horses and other animals, which I have hitherto done by loans— the difficulties increase, and it was my misfortune that you declined to receive a visit from me, the day you passed thro' Shevagunga, when I should have been glad to explain all my circumstances, and wishes to you.— As my expenses cannot be reduced the least below 700 rupees a month, I request that allowance may be made to me, payable in arrears from the date of attachment, to enable me to defray the debt incurred on that account.—

(True translation)

(Signed) J. Blackburne
Prinl. Collector

To the Secretary to the Board of Revenue
in the Department of Public Works
Fort St. George

Sir,

In reply to your letter of the 13th Instant, I have the honor to state, that as the rates in the Shevagunga Zemindary, have been fixed every where alike, I did not think it necessary to forward a seperate Estimate for erecting a Talook Cutcherry

at

at Parthepanellore, as the plan was the same as for those already sanctioned. I now beg to forward a detailed Estimate for rupees 362-14-9.

I have &c.a
(Signed) J. Blackburne
Princ.l Collector

Madura
24th September 1838

To the Civil Engineer
8th Division, Madura.

Sir,

I have the honor to forward for your information rough translate of a deposition from Pillappen Umbalgar &c.a persons of Rauthanoor village, in Shevagumputt Talook of the [illegible] Zemindary of Shevagunga, and will feel obliged by your favoring me with your opinion thereon.

I have &c.a
(Signed) J. Blackburne
Princ.l Collector

Madura
29th October 1838.

To the Secretary to the Board of Revenue
Fort St. George.

Sir,

In answer to the Boards' letter of the 29th Ultimo, I have the honor to state, that on the Shevagunga Estate being assumed in May 1837, the Police Establishment was taken under Government management, and hence the newly incurred increase of Sandirward Charges. On former occasions, when the Zemindary was attached for Arrears, the Police management was allowed to remain in the hands of the Zemindar, but in the present occasion, as I considered him totally unfit from his indolent habits, & from his not paying his Establishment regularly, I deemed it proper to take it under Government management, and when I submitted the Moyenzabitah for the Establishment on the 18th July 1836, I included the pay of 50 Police peons, which was sanctioned by the Board on the 15th May 1837. It is not customary to include the Sandirward Charges in the Moyenzabitah, nor is it so done

tion for the Sye Tehsils.

I have &ca

Madura

(Signed) J. Blackburne

6th November 1838.

Princl Collector

To the Secretary to the Board of Revenue

Fort St George

Sir,

On the 3rd Instant, I had the honor to receive your letter of the 22nd ultimo, giving cover to copy of one from Government, dated the 9th ultimo, and to Petitions No. 5637 & 564 of 1838, from Ranee Ungamootoo Natchyar of Shevagunga, the former of your shew, objecting to the grant of an allowance to the late possessor of the Zemindary, and the latter praying to be entrusted with the direct administration of the Estate on her giving Security for the liquidation by instalments of the present balance; and requiring my opinion on both addresses.

2. As the Board do not require explanation or defence of my conduct, from the Charges herein brought against me, I will not take up their time further, than by saying I am prepared whenever called upon, to defend myself against the aspersions, which are false, and all, and proceed at once to state my opinion, that the ex-Zemindar is in a state of impoverishment, and has the greatest difficulty in supporting himself and immediate adherents, that the Court of Appeal and the Court of Sudr Adalut having taken different views of the legality of his title, which is also still liable to revision, argues that if his claim was illegal, still it was not fraudulent, which is further confirmed by his first succession to his father, Mootoo Vadaga Naven, with whom the illegality, if any, commenced and was consummated, and as such he becomes an object of compassion rather than rigour: and the latter part of the accompanying genealogical paper shews that had he never gained possession he would still be entitled in propriety

and

and, I fancy, by law, to a maintenance. Adverting then to the undisputed possession by his father of the Estate; and to his own quiet succession and possession; to the original decree being passed in his favor, to the final decision being still unpassed, to his possible [illegible] the distant prospect of inheriting from the Ranee, and to the claim he appears to me to have to maintenance even if he had never had possession, I continue to advocate my former recommendation (still before the Board) that an allowance should be granted him from the estate. And I may further add that when the appeal before his Majesty in Council was pending for the Ramnad Zemindary an allowance of 1050 Rupees a month was made to one of the litigants as appears from the treasury Accounts during the latter period of the Sequestration of the lands.

3d. A reference to my reports, revenue and Judicial, will, I think, be sufficient at once to refute the calumny of partiality towards the ex-Zemindar. From the moment I became acquainted with the light Peshcush, and great capabilities of the Zemindary I advocated its assumption (and this principle, I believe to be the most merciful to all [illegible] ly settled proprietors,) and it was with real sorrow I find I have been unsuccessful in so shewing what I deemed so highly desirable as [illegible] to have been able to engage the Board to adopt my views, which were at last accomplished by the accidental circumstance of the estate becoming the subject of an appeal. My report of the 30th October 1837 shewed at large the mal-administration of the ex-proprietors; my report on the settlement of the last fusly now in the hands of the copyist, and which shall dispatched in less than a week, confirms my former one, and will enable the Board to judge if the estate has been administered equally to the interests of the Government, the proprietor and the Ryot. If they will adopt so favorable a view, I would ask them to consider if it is desirable, by mistaken kindness, to stop the

work

work of improvement in progress, or to risk the loss of that already performed for want of time to have gained stability till necessity, from the entire discharge of Arrears, oblig-ed the Government in justice to abandon it to its fate? — With respect to the character and sex of the Ranee, I can only observe, she is in health and strength, and I have but little better means of judging of her capacity for manag-ing the Estate than can be gained by the Board and Govern-ment from her own frequent and varied petitions. The ad-ministration of the Estate will depend entirely on the charac-ter of the man she selects for her Karbar, & the support she gives him; and to judge of what may be expected from the levity and inconstancy with which she has changed her advisers since the institution of the pauper suit, I without hesitation recommend that no indulgence should be afforded her towards obtaining possession. —

4. Finally I take the liberty of reminding the Board that the prohibition to me from the Court of Sudr Adalut to surrender the Estate even after the payment of Arrears, remains uncancelled, & I hear that even the Amount of Se-curity required, remains unfixed. —

I have &ca

(Signed) J. Blackburne

Resid.t Coll.r

Madura

6.th November 1838. —

Memo:

Mootoovijaya Ragoonath Gavoorivullaba Peria Oodaitaver, got possession of the Zemindary in 1801, and died in 1829. He married 7 wives, viz:

1.st Vellanatchiar — Died in 1804
2.d Rakoonatchiar — D.o in 1827.
3.d Vailoonatchiar — D.o in 1820.
4.th Moolvothauvnatchiar D.o in 1814.
5.th Ungoomootoo Natchiar, a live holder of the Decree of the Sudr Court for the Estate.
6.th Purvatha[illegible]thany Natchiar — Died in [illegible]
7. Mootooveeroyee Natchiar — D.o in 1835.

N.B. the 1.st, 3.d, 5.th are full blood sisters, as are also the 5.th, 6.th, 7.th

1.st wife had an only daughter, named Boothaka Natchiar — now living at Sivaganga with her husband (issue not known)
2.d Wife had one daughter, named Vellanatchiar, who died in

in 1833, leaving 3 Sons and a daughter living names unknown at the moment.-

3rd Wife Kuloonatchiar, left two daughters, named Koottanatchiar and Kolandauhoory Natchiar; the 1st is living with her husband and some children at Rosunad; and the 2nd with her husband at Oottaranoor in Shevagunga; and a Son named Gavoorivullabataver, who died without issue in 1828.-

4th & 5th had no issue.

6th Wife left a daughter called Sauroomnatchear, whom the Ex-Zemindar married last year. She is now at Shevagunga & 12 years of age.-

7th Left no issue.-

After the death of the above Zemindar Gavoorivullaba Peria Odia Taver, his Nephew, Mootoovadoogataver, (whose father was before deceased) succeeded to the Estate in the same year. He died in 1831, and was immediately succeeded by his Son the Ex-Zemindar Bodaghooroosamy Peria Adiataver.-

Madura 6th Novem.r 1838.- (Signed) J. Blackburne
Prin.l Collector

To the Secretary to the Board of Revenue
Fort St. George

Sir,

1. I have the honor to forward the following Statements in explanation of the Settlement of the Zemindary of Shevagunga for fusly 1247.

No. 1. Abstract of Settlement.

No. 2. Detail.-

No. 3. Average Price of Grain.-

No. 4. Demand Collection and balance.-

No. 5. Account Current.-

2. The state of the Season was much the same in the Zemindary as already shewn in my Settlement report on the Government lands; Viz: Favorable at the commencement of the South West Monsoon in July and August- subsequent

subsequent deficiency of rain in September and October, followed by a destructive succession of heavy rain for 15 days in November, by which, from the insecure state of the tanks, of which I had long before apprized the Board, many of the small ones were breached, as well as the two large river fed ones of [illegible] and Yedducattoo, which tho' promptly closed, were not so in sufficient early time to obtain a chance of being refilled. The greatest exertions and diligence have been used to provide against similar disasters in future, and tho' the Board prohibited the undertaking of repairs on Ordinary Estimates till sanction was given; and the sanction was only finally given to the Amount of Rupees 51235, so that at the advanced period of the 19th June, I am happy to be able to state that by the end of October, work to the value of 31532 Rupees had been completed. — I trust to submit extensive Ordinary Estimates for the remainder in a very short time, which I hope may meet with a sufficiently early attention from the Board to enable me to commence to carry into effect whatever orders they may think proper to give from the beginning of January. I hope I may be here permitted to report the extreme thankfulness of the ryots for the judicious kindness shewn them in the Sanction; and to give my own testimony to the immediate value derived therefrom equally to the proprietor and ryot. —

3. In the open unwalled towns and villages of Sheva-ganga, the inhabitants suffered more severely from Cholera than in the Fort of Madura: and I request the Board will bring this particularly to the notice of Government, with reference to their censure, para. 1. Min. Con. 11th October 1837, of my neglect of duty in not keeping the town clean. A censure passed on the denunciation of a judicial Officer unconnected with me, and, if supported by any evi-

dence

evidence, that evidence unknown to me. More than a year has elapsed since that answer was promulgated and that I have in vain sought to have the stigma removed from the Government, Judicial and Medical records.

The inhabitants of two or three talooks have also suffered great inconvenience from Guinea Worms.

There has been no mortality amongst the Cattle.

4. The extreme poverty that I observed amongst the lowest class of the people in my various circuits thro' the Zemindary made me anxiously look for the causes; and I am inclined to attribute it principally to lands incapable of Nunjah Culture from the filling up of tank beds, being sown with Nunjah-mail-punjah produce, (chiefly Raghy and Varagoo) which pay in kind. On coming to maturity, they are estimated by the proprietors servants, cut by the ryots and left to dry on the threshing floor for 15 days before the grain can be separated from the Stalk. If the actual produce be then below the proprietors estimate, whether from the ignorance, carelessness or malice of the estimators, from not having been bribed to justice, the difference is made up from the ryots share, who can thus carry to his family only a miserable pittance after six months labor and watchfulness. The owners of Nunjah land paying in kind, are liable to similar oppression, in a reduced degree, in as much as the paddy may be trod out as soon as cut; but to a greater extent, in as much as the proprietors share of paddy is half, while that of Nunjah-mail-punjah is only one third. It has long been an established custom to make the cultivator answerable for every proved theft of grain till the division between the proprietor and ryot has been effected, even if left for weeks or months in the custody of the ryot, which is itself an abuse and hardship to expect him to take care of it beyond a short and reasonable period, but for the

delay

delay in which he (the ryot) is himself too often to blame. But since the assumption in fusly 1244 the practice has degenerated into the abuse I am now endeavouring to draw attention to, with a view to its positive prohibition, except in cases of proved theft. In the fusly under report has been recovered 1002 Collums of Nunjah, & 3983 Collums of Nunjah-mail-punjah produce. I trust the Board will favor me with their instructions on this important point before the next harvests. A proclamation to the above effect would be hailed by the Ryots with as much joy and thankfulness, as they have already testified at the small amount of tank repairs already sanctioned. A second cause for the poverty of the lower classes is the practice of the Zemindar and his Servants to require forced labours and petty articles of consumption, which the Board will readily believe falls upon those least able to bear the oppression and who revenge it by resorting to theft and plunder; All situations even as low as that of Manager were sold for money and the nominally small pay, never given regularly, and sometimes with-held altogether, excused, to their own consciences, the oppression of the people by the Servants. And thirdly, the Ryots are suffering from unfavorable seasons alternating only with average ones. Tho' the Board will probably animadvert on what they may designate self praise, I will not let such a fear prevent me communicating my belief that the inhabitants generally will be very sorry to see the estate restored to the proprietor. And to remove any such injurious opinion on the part of the Board let me assert that I know of no motive, but a desire for the welfare & prosperity of the inhabitants of the Zemindary that should induce me to be willing to continue the Superintendence of this estate, a duty more onerous in itself than the entire duty of the rest of my Division, and forcing me to a continued residence in tents during the

worst

worst part of the year, and entirely debarring me from any leisure for private recreation.

5. Payment of difference between the Estimate and proprietor's share, actually carried from the threshing floor is less grievous to the Ryot as respects the Nunjah-nail punjah, than the Nunjah produce - and it is quite impossible for the proprietor to guard himself against the frauds to which he is subject, in respect of the former, for after the estimate is made, & the crop cut, it must undergo three separate dryings before the grain can be beat out; add to this, there are not improbably ten or 12 kinds of Nunjah-nail-punjah grains in each village, and in each village many Ryots - It is beyond the power of the proprietor to watch all with nearly sufficient attention - suspicion on the one part, and fraud & theft on the other, met by oppression, is the result - I would venture to recommend a ten years average of the produce of a chey of land, and its sale price, should be taken in each village, and a money rate substituted for the present mode of payment in kind - As I feel the Board will require no argument in proof of the desirability of the measure, I will only urge as a reason why it should not be left for introduction by the proprietor himself, his incapacity from ignorance, and indolence, and want of authority, and the distrust the Ryots would entertain of his proceedings - Should it be considered desirable, and of importance, this seems a most favorable opportunity; and if I receive the Board's instructions, I will lose no time, and spare no pains, in endeavouring to furnish them with correct data for their decision.-

6. At the commencement of the fusly, I turned my attention to the integrity of the weights and measures, and comparing them with the standards as given by the Zemindar, I found a variation in the Murcal of from 6 to 15 per Cent

sent - the standard measure containing 336 pagodas weight and the marcal 2016, whereas the latter in use varied from 1711 to 1881 pagodas weight - and the Standard Chain of 156 English feet, varied from 152 to 154 feet. - Both these rectified, the first occasioning no real difference in the transaction between the proprietor and his ryots from the circumstance of the shares being received in kind; but occasioning an apparent high rate in the sales to merchants, and the uniformity and correction, which never seems to have met attention in the Zemindar's administration, has greatly facilitated my endeavours to check fraud. - The cudgel tax has been abandoned as approved in the Boards' proceedings of the 31st May; and all their other instructions of that date have been duly acted upon - I have newly introduced the practice of writing pottahs for the Teervai rent lands, which I directed the Ameens of the different talooks to distribute personally. -

7 - The settlement was conducted on the same principles as in the preceding fusly, the proprietor's share being received in kind, according to the respective shares for the Warapput lands; in money for the Teervapput, and in a fixed quantity of grain for the Varsapput. - Thirty one villages previously rented to the Nattocottay Chetties in fusly 1246, were in the fusly under report resumed. - As the Warapput crops ripened, they were duly watched by the talook Servants, and by the extra Establishment of Manigars and peons, which latter charge, I trust the Board will be satisfied to learn was less by Rupees 1419-2-9 than in the last assumption of fusly 1242. - The Teervapput lands were measured and the demand fairly collected - but I met with much difficulty from the dishonesty of many of the Curnums and Amblagars as I shall have occasion to shew hereafter. -

1242 -	3255-13-2
1247 -	1836-10-5
	1419-2-9

Subjoined

8. Subjoined is Statement of the Settlement of the various items in fusly 1247, compared with the preceding very bad fusly.

	Items	Fusly 1246	Fusly 1247	Increase	Decrease
Nunjah	In kind	106968-7-2	228726-12-3	121758-3-1	"
Nunjah Thurl Punjah	In money	5753-6-6	9059-3-6	3305-13-0	"
	In kind	36790-8-5	43689-7-5	6898-15-0	"
	In money	450-6-7	1538-9-3	1088-2-8	"
Punjah	In kind	3837-2-10	1774-9-9	" — " — "	2062-9-1
	In money	16044-7-11	27533-13-1	11489-5-2	
	Do in Garden	1451-2-"	2969-12-2	1518-10-2	
Ready money Collections	Trees, fish & Sundry quit rent	12459-8-8	21138-11-5	8679-2-9	
	Village Rents	36654-1-4	11736-1-9	" — " — "	24917-15-7
Davustanum, Chettrum & Dhurmasunum Perapoo		61921-5-"	64882-8-2	2961-3-2	
Peshkush of petty Polliums		12643-8-0	12643-8-0	" — " — "	
Chauks (Rent)		600-"-"	410-"-"	" — " — "	190-"-"
Chay roots (Do)		27-"-"	27-"-"	" — " — "	
		295301-2-5	426130-"-9	157999-7-"	27180-8-8
		Deduct decrease		27180-8-8	
		Net Increase		130828-14-4	or 44½ pr Cent

The Board quote, in their proceedings of the 31st May, the high settlement of the assumption in fusly 1242, as at only Rupees 4,11538-8-3. That was only the estimated settlement; the real one rose to Rupees 4,18812-14-3; which will shew an increase in favor of the Settlement under Report of Rupees 7,317-2-6.

9. The numbers of Ain villages vary annually from the capricious gifts and resumptions of the proprietors, In fusly 1246, they amounted to .... 751 $\frac{152}{16}$

Add villages, then rented but resumed in 1247 .... 31.

Villages.

Villages entirely waste and not included in the accounts of fusly 1246	6	
Serattuno, or service villages granted by the ex-Zemindar in fusly 1246 & now resumed	5¼	
Iyin villages classed in the Zemindar's last settlement as hamlets	9	51¼
		813 3/16
Deduct villages granted in maniums by the ex-Zemindar in the end of fusly 1246 not discovered till the produce had been enjoyed in 1247	2	811 3/16

10. In the fusly under report cheys 22111 - 24 koorkums of Nunjah warapat was cultivated, from which deducting cheys 1707 - 1½ k. as manium, unproductive and [illegible] Madungul (which last will be entered in the settlement for the succeeding year when the crop comes to maturity) the net cultivation of Cheys 20404 - 22 k. yielded a gross produce of Cullums 404175 of which (fractions omitted) the proprietor's share after all usual deductions, was Cullums 182,632, and his portion from the grain rent was Cullums 17391, giving a total share for the proprietor of Cullums 200023; being an increase of no less than 142872 Cullums above the return of the preceding fusly. The average produce per chey in the fusly under report was C. M. Mo. 19 - 9 - 4 5/16; whilst in the preceding one it did not exceed, 17 - 2 - 4 1/16, and the proprietor received in the first case as his share per Chey C. M. Mo. 9 - 0 - 3¾, instead of C. M. Mo. 7 - 8 - 0 5/16 as in the preceding fusly.

Mailvarum of fusly	Cullums
1246	57151
Do 1247	200023
Increase	142872

In the grain rented villages it is customary if the gross produce exceed 5 Cullums per Chey for the ryots to pay in some villages the usual fixed rate of C. M. Mo. 12 - 3 - 0 per Chey, and in others at C. M. Mo. 11 - 7 - 2; but if the produce fall short of 5 Cullums, the proprietor receives only one moiety.

From the commencement of the harvest I invited proposals for the purchase of the paddy, but only succeeded in disposing of 80000 Cullums by contract, the remaining 120023 Cullums was disposed of by retail sale, the grain ba-

zars

bazars being kept open, during the whole season, in every Talook, to the great relief of the inhabitants of the Zemindary and the neighbouring districts; and to the best of my belief with due regard for the best interests of the proprietor. The rates of sale varied considerably, the average rate being Rupees 1-2-3 $\frac{8\frac{3}{4}}{16}$ per Cullum; but in the last year of scarcity in fusly 1246, the price had risen as high as Rupees 1-13-11 per Cullum. Though the price was not high during the harvest and subsequently rose from the holding off of the rain in the hot season, I have reason to believe the contractors' speculation was not a profitable one.-

11. In only ten villages is found Nunjah Teervaput land, the increase in which over fusly 1246 is Rupees 3305, from increased cultivation.-

12. Nunjah-mail-punjah lands pay in kind throughout the Zemindary, with exception of ten villages above which pay in money; and, cotton lands invariably pay in money tho' it also is a Nunjah-mail-punjah produce: and the increase in the first item over fusly 1246 is Rupees 6898, from increased cultivation; whilst that from the Nunjah-mail-punjah Teervaput lands is Rupees 1088.-

13. Dry grains pay a money tax, except in 11 villages; but if cultivated in beds of tanks, or if irrigated, they pay in kind.- Throughout the Zemindary the supply of water induced an increased Nunjah cultivation to an extent to reduce this species of culture by Rupees 2062, below the settlement of fusly 1246; but there is an increase of 11,489 Rupees in the Teervaput lands, from increased cultivation.-

14. The increase of 8,679 Rupees, in the ready money collections, is from increased cultivation of irrigated lands, liable to the land tax and straw tax.-

15. The decrease of 24917 Rupees in village rents is from my disinclination to renew that mode of settlement in the expired annual rent, and belief of a ryotwary one being more desirable.

desirable. It is noted in the 7th para: supra.

16. The increase in the Poraput, or quit rent, of 2,961 Rupees, arises almost entirely from the re-incorporation with the Iyen lands of the new Cowle Dhurmasanum, kept by the Ex-Zemindar in a separate account in fusly 1246, the amount also being disputed and unfixed.

17. The Peshkush of the petty pollums is an unvarying demand.

18. No change has taken place in the rent of the choy root, which scarce deserves separate mention.

19. The apparent decrease of 190 Rupees in the chank rent arises from the ex-Zemindar's rent having been given for 15 months, leaving only 9 for the rent of the fusly under report.

20. The Settlement of the Zemindary is ... 4,26,130 .. 9

Deduct.		
The Peshkush	2,62,500	
Sibbundy & fixed charges	32470 - 12 -	
Extra Sibbundy & Sadirwared	3152 - 6 - 10	2,98,123 - 2 - 10
Net Surplus in favor of the Estate		1,28,006 - 13 -

The Collection and Charges within the fusly are exhibited in Statement No. 5.

21. Of the Amount of Settlement of Rs. 4,26,130 .. 9

there was collected within the fusly	Rs. 3,41,704 - 4 - 11
and from the 12th July to the end of October	73,830 - 1 - 11
leaving thus at the end of October a	4,15,534 - 6 - 10
balance of only	10,595 - 9 - 11

From this balance should be deducted Rupees 1114 - 8 - 10 as being a nominal balance, entered in the accounts, but not intended to be collected (see para: 7 of my report of the 30th October 1837.) And 3,600 Rupees, the amount of a bill forwarded to the Sub Treasurer at the Presidency on the 19th Ultimo; which would leave a balance of only Rupees 5,881 - 1 - 1, which, with exception of about 500 Rupees, embezzled

embezzled by Curnums, and of whose offences due notice has been, or is being, taken, will I trust, be realized by the end of December.– If, whilst the Board are considering the outstanding balances, they keep in their recollection, that this is an estate paying to great extent in kind, I trust they will not be dissatisfied at the time required for realization of the demand; and to induce as favorable an opinion as possible, I beg to annex a statement of demand and balance at the close of the fusly in comparison with the last year of assumption, and also in comparison with 3 years of the assumption of the ~~sister~~ Estate of Ramnad.–

Estate–	Fusly	Amount of Settlement–	Balance at close of the Fusly–	pr Centage
Ramnad–	1234–	544,944–13–1	260,700–12–6	47–13–5
	1235–	529,10[illegible]–[illegible]–10	264,099–6–2	49–14–8
	1236.–	534,2[illegible]33–4–8	271,528–14–6	50–13–2
Shevagunga–	1242–	418,812–14–3	183,516–14–8	43–13–1
	1247–	426,130–„–9	84,425–11–10–	19–13–8

22– I am happy to report that only Rupees 616 is wanting to the entire liquidation of the Rupees 4,348–„–6, shewn in the 12th Para: of my Report of the 30th October 1837, as the balance of the Settlement for fusly 1246.–

23– The arrears of Peshkush of fusly 1246, amounting at the commencement of the fusly under Report, to Rs 1,90271–6–11 are now reduced to Rupees 1,02,502–10–8; and but for the extremely valuable appropriation, since on assumption, after deducting on refunds of Rupees 46404 advanced from the Treasury for tank &ca repairs, would have been reduced to Rupees 56098.– I trust the annexed Statement comparative of the Collections and charges between the fusly under report and when last under assumption in 1242, will prove acceptable to the Board as exhibiting an increase of Collection with a decrease of no less than 6 pr Cent in the charges.–

Collections up to end of fusly — 35,539 – 14 – 1
Do – to end of October — 52,228 – 14 – 2
Total – 87,768 – 12 – 3

Fuslies	Collections including extra revenue	Peshkush			Charges				
		Current	Arrears	Total	Establishment Sadirward &c &c	Per Centage	Tank repairs	pr Centage	Total Charges
1242	289,200-2-4	193,215-11-4	45,489-7-8	238,705-3-"	48,238-5-3	16-10-11	2,256-10-1	"-12-6	50,494-15-4
1247	362,131-3-4	252,672-5-7	35,539-14-1	288,212-[illegible]-8	38[illegible]-15-10	10-9-1	35,654-15-10	9-13-6	73,918-15-8

24. I regret I am not yet prepared to give the information required in the 8th para. of the Board's proceedings of the 30th May respecting the new Cowle Dhurmasanum lands — but it may be satisfactory to them to know that the measurement of them has been effected by the fixed Manaigars, and I am delayed alone by the non receipt of the Accounts from the Talooks and the necessity to compare and consider them. —

25. The frauds of the Curnums have been a serious evil to contend with — their peculations I know to be extensive but discovery is very difficult — Out of 21 Cases that I have tried under Regulation IX of 1822, I have recorded convictions in 19 — and have never failed to give the utmost publicity to the sentence by sending copies for the information and warning of the Curnums in each talook; but still these offences are numerous, and cannot be suppressed I fear without heavy punishment. One Curnum collected 84 Rupees the tax of land, which he avoided entering in the Accounts, and embezzled — When taxed with it, he admitted the fact, excusing himself on the plea that he wanted the money to discharge a private debt — I dismissed him and imposed a fine of 150 Rupees upon him — but if it is imperative that his Meerassy be given to his heir, the punishment is altogether insufficient, in the first portion of it being nugatory — I would earnestly beg the Board's serious consideration whether the provisions of Regulation XXIX of 1802 oblige a Collector to replace a Curnum, dismissed for fraud and embezzlement

embezzlement, in a permanently settled Zemindary, temporarily under attachment, by his heir.–

26.– I would beg the Board's reference to my report of the 30th October 1837, for the difficulties to be encountered in a successful administration of this estate;– I would beg their attention to the preceeding para: of this report in hopes they may think it has been successfully administered, & that it will bear testimony, at least, to a zealous and laborious discharge of duty– The people generally are happy under the present management; the estate itself is in a highly improving condition; a collection of accounts & documents are at hand to aid exceedingly the labor of a Collector in any future assumption; and I believe, the litigants to the estate itself have no fault to find with the justice paid to their permanent interest. This state of things is mainly owing to the probity, ability and unwearied diligence (I am not exaggerating when I say he has no hour of leisure to attend to his own concerns, for the last 18 months, since the date of assumption, every hour has been spent in the service of his employers) of my Sheristadar, Shashagherry Rao, thro' whom I have transacted the whole business of the Zemindary, – thereby saving to the estate, the pay of 210 Rupees a month to a Head Tasildar, thro' whom it was administered during the last assumption, or a monthly pay of 280 Rupees, as administered by a Carbar under the Zemindars; & I beg to interest the Board's powerful recommendation to Government, that he should receive in arrears — # — from the date of assumption 100 Rupees a month, in the same manner as I understand the Sirishtadar of Masulipatam is allowed 70 Rupees from the assets of the attached Estates.–

27.– The subjoined comparative Statement is of the assets appropriable to the support of religious and charitable institutions.–

	Fusly 1246	Fusly 1247	Increase
Devastanums	54,861-3-6	98,099-15-9	43,236-12-3
Chuttrums	11,964-7-5	26,387-5-7	14,422-14-2
Total	66,825-10-11	124,485-5-4	57,659-10-5

The

The quit rent payable to the estate, amounting to Rupees 8880 6 and Sibbendy charges to 6384 Rupees, being deducted, the remainder has been secured in the respective Devastanams and Chetrums to meet the regulated disbursements, to which an equal share of attention is given with any other portion of duty. Sanction of the Board dated 26th March 1838.

28. I will conclude this long report with bringing to the Board's recollection their letters of the 27th March & 13th April 1837, the latter in reply to mine of the 30th March (all written before the assumption of the Zemindary) in the last of which they observe, that deeming, as I seemed to do, the claim of Ramen chetty to repayment from the Shevagunga Zemindar of a Sum of Rupees 54,626-15-2, advanced for liquidation of the arrears of Fusly 1245, just and reasonable, they were "not without hopes, that a proper representation of the impropriety of "resisting a just claim might prevent recourse to litigation "and that my influence might be beneficially exerted in inducing the parties to make a just settlement of their accounts." Pecuniary embarrassment prevented the Zemindar listening to my proffered advice, and the Board's Orders of the 27th of the same Month for the assumption of the Zemindary for arrears seemed to render it incumbent on me, as sequestrating Officer, to be prepared to carry the Board's expressed wishes into effect, if under the altered circumstances they were willing to repay the Merchant from the assets of the Estate and I accordingly submitted on the 2nd October following the claim of the Merchant, the admission and desire of the Zemindar, not yet dispossessed by order of the Courts, and received in reply the Board's instructions of the 6th November following, expressive of their regret "that no arrangement suggests "itself for the immediate liquidation of the debt but "a trust that at some future period, a satisfactory adjustment might be arranged."

Interest included. See inclosure to letter from Collector dated 23rd October 1837.

(Signed) J. Blackburne
Princl. Collector.

Madura
10th November 1838.

To the Civil Engineer
8th Division
Madura

Sir,

With reference to a letter of the 23rd Ultimo, from me to the Board of Revenue, I am sorry to be obliged to inform them, the whole of the Ordinary Estimates for Shevagunga cannot be ready before the middle of February, so great is the difficulty of preparing them according to the form, in a district where there are many participators in the disbursements. I have however the honor to forward the Estimates for three out of the 14 Talooks.

I have &ca

Madura
Pulny 24th January
1839

(Signed) J. Blackburne
Princl. Collr.

To the Civil Engineer
8th Division
Madura

Sir,

In answer to your letter of the 7th Ultimo, I have the honor to express my entire concurrence in the propriety of undertaking the works shewn in your Occasional Estimate herewith returned for Shevagunga.

No examination has been made of the details in my Office, nor attention paid to its form, nor will any in future similar Estimates be made.

I have &ca

Madura 7th February
1839

(Signed) J. Blackburne
Princl. Collector

To the Civil Engineer 8th Division
Madura

Sir,

With reference to my letter of the 24th Ultimo, I have the honor to forward the Ordinary Estimates for

for seven more of the Shevagunga Talooks -

Madura 13th February 1839 } (Signed) I have &ca J. Blackburne Princl. Collr.

To the Civil Engineer
8th Division

Sir,
I have the honor to forward Ordinary Estimates for the remaining four Shevagunga Talooks -

Madura, Tiroomungalum 7th March 1839 } I have &ca (Signed) J. Blackburne Princl. Collr.

To the Secretary to the Board of Revenue
Fort St. George

Sir,
In answer to your letter of the 25th Ultimo I have the honor to forward, for the consideration of the Board and Government, the proposals made by Mr. Fondclair, on behalf of the Ranee Angoomootoo Nachyar, and the document with translate by which he is vested with Authority to act in her behalf -

2. The Board will perhaps agree with me in thinking land transfers should not be made till the completion of the harvest, but as it seems the wish of Government to put the Ranee in possession with the least possible loss of time, I hasten to submit the proposition at once, and will only simply say that there is little doubt the crop now on the ground & other assets will be sufficient to cover the current Kists & charges of Collection & for the entire liquidation of the arrears - and as I have been prohibited, out of justice or humanity to the proprietor, from doing justice to the Ryots in executing any Ordinary Maramut works, I have no desire to retain charge of the estate - and I even venture to hope that if the Ranee continues her confidence

confidence to Mr Sinclair the administration of the estate may be continued with slight modifications in its present principles and by its present executive officers.–

3– It will be perhaps necessary for me to observe the last Para of the proposition is made on the expectation of the Ranee & her manager that they will be able to secure a much better price for the grain than if the sale was conducted in the prompt & public [illegible] usual by the Company's Servants;– & as I have in consequence of this [illegible] determined to abstain from all sales except of grain actually ready for removal from the threshing floor, I trust to be favored with the Board's instructions, on this point at least, at a very early period, for uncertainty is injurious to the Estate.

4– The old arrears are Rupees 97,036–8–5. Kists still due to the end of this Fusly 185,500 Rupees.– Charge of Establishment to the same time 20,700 Rupees.– Required for completion of works of irrigation in progress from last year 3000 Rupees. Total Rs 306,236–8–5. Rough Estimate of Grain uncut and in different stages of maturity 200,000 Rupees– Rough Estimate of ready money demand 85000– In deposit 15702– Total assets 300702 Rupees.

The Board will thus perceive that the whole Estate [illegible] be kept in attachment in accordance with the proposition, but as I believe the Ranee is principally anxious to have the appearance rather than reality of possession, they may perhaps think proper to meet her wishes by putting her in possession of the single large talook of Thiroopuvanum

see amount of Fusly 1247 Rs 34872–

and their orders will still be requisite respecting the continued suspension of the sale of Grain in the other Talooks.–

I have &c

Signed J. Blackburne
Princl Collector

Madura 15th March 1839.

To the Secretary to the Board of Revenue
Fort St. George

Sir,

With reference to my letter of the 16th Instant I have the honor to forward Copy & translate of an address from the Ranee Angoo Moottoo Nachyar from the studied obscurities of which, when contrasted with the enclosures of my above said letter, I would strongly urge upon the Board the propriety of discouraging any sanction to the surrender of the estate till the last rupee is paid. - I waive any suggestion on what I cannot help seeing of the versatility of her mind and proceedings; on her incautious and unnecessary encumbrances; on her misjudgement, and on the character of the advisers by whom she is surrounded - but the only official proof I can give of her character is her various petitions to the Board & Government, particularly that in which she pleads for the interruption of any expenditure on account of works of irrigation, a just claim on the part of the ryot, and one for which I have before shewn the Board a large sum is expressly set apart. In this request besides exposing her ignorance of her own immediate pecuniary advantages, she clearly shews the welfare of the cultivator, whose prosperity was I believe the object of a Zemindary tenure, weighs nothing in her mind. - Since she fixed her residence in Madura, about 15 months ago, she has frequently changed her ostensible and authorized adviser - & rather than make use of the money conceded for her maintenance from the assets of the estate she has preferred an indecorous receipt of about ten rupees a day from different persons willing to make such advances on her promises, and their own hopes, of ample reimbursement when she obtains possession of her Estate. - She has executed a bond to Mr Fondclair for three lacs of rupees, which he has registered in the Zillah Court; and he informs me she

has

has, subsequently confirmed that bond by another modified one, which, he informs me mortgages the whole estate to him with uncontrolled powers of management till she liquidates the amount. - From one, Govind Raō, she has borrowed six or eight thousand rupees, and he has shewn me her written authority nominating him Prathanee or fiscal manager of her estate, of much anterior date to her transactions with Mr Fondclair. - I am of opinion that if the estate be given up to her, the arrears will not be paid till it be anew assumed: - that the current kists will not be discharged: - that just works of irrigation will be refused; that the bulk of the people will be seriously oppressed for the benefit of a few needy followers: - and that the tide of prosperity that had begun to flow with regularity and increasing strength, but which has now begun to slacken, will very soon recede. -

2. The circumstances under which I addressed you on the 15th Ultimo, being already altered, I beg leave to inform you that unless I receive the Board's instructions respecting the disposal of the grain by the 3d proximo, I shall consider myself at liberty to sell the whole at the best price I can obtain. - A retail sale exposes the ryot to a too lengthened and unjust care and responsibility, which can only be obviated by large sales in advance when the purchasers carry away the grain from the threshing floor as soon as ready for delivery. -

I have &c.

(Signed) J. Blackburne
Principal Collector -

Madura, Elangoody
25th March 1839 -

Translation of an address from the Rance Angomoottoo Natchear of Shivagunga, dated Madura 20th March 1839 -

On the receipt of my address of the 6th Instant on the subject of attaching land of which the right of cultivation

ultivation is in the proprietor, and lands, the right of cultivation
in which had been purchased by the proprietor, you require
to know in your answer of the 7th, whether I desire the answer
to be made to myself or to Mr. Fondclair, to whom you say
I have given authority to act for me. My authority to Mr.
Fondclair only goes to his liquidating the balance of 1245
by ready money payments, or by his personal conversations
with you to procure its being allowed to be liquidated by
instalments, or to require accounts from you; but there is
nothing in the authority I gave him that should warrant
his general interference in the affairs of my Zemindary,
or your correspondence with him in that way. And with
respect to the two points of paying the balance or
affording security, you well know he has not succeeded;
therefore he has no authority to address you or inter-
fere with you in any way on the subject of my Zemin-
dary. How then can you ask me if you are to at-
tend to my requisitions on the subject of the lands (as above
shewn), or to listen to what he has to say? I request you
will address me direct in all affairs concerning my Zemin-
dary.

(True translate)

(Signed) J. Blackburne.

To the Secretary to the Board of Revenue

Fort St. George

Sir,

In the 4th para: of my report of the 10th November,
on the Settlement of Shevagunga for the preceding Fusly,
I laid before you the abuses of the system of requiring the
cultivator to make good deficiency of produce below the
estimate of the day on which the crop was reaped; and beg-
ged the Board would favor me with their instructions be-
fore the harvest of the present year. That period
has

32 63

has been sometime come and the silence of the Board has caused me much anxiety, because I feel convinced of the oppression and impolicy of the measure, yet have not authority myself to set aside a practise that has prevailed since its first introduction into the Zemindary when under attachment in Fusly 1241 (1830/31 AD)

2. To satisfy myself by observation of the practical detail I made an opportunity to witness the reaping thrashing & measuring of a small portion: Out of 96 Cullums of Punja land, it gave 1 Marcal & 3½ Measures; at this rate, as usual, the estimate of the whole piece of land was made at 12 Culliems, 9 Marcals 3½ Measures. The remainder was gathered and thrashed; but the actual out-turn of the whole was only Cullums 8-8-2½, or Cullums 4-1-1 less than the estimate. Now, as the whole process was completed within the day the cultivator was not responsible for the deficiency. But had it been left unthrashed for some days (or often weeks) the practise is to presume the cultivator has stolen a portion from the unthrashed and undivided heap, if the deficit exceed 10 per Cent, and he is strictly held responsible to his extreme distress. It is true he would not be liable to this loss, if the grain was cropped, thrashed and divided in one day; and I have endeavoured to introduce this promptness of labor as far as circumstances admit but it cannot be carried to a great extent from paucity of hands and Cattle & where it is frequently of moment that the gathering of a large quantity of land should be completed almost simultaneously. In this difficulty I feel compelled to continue the collection of (Kollai Thoondoo) difference between estimate and out-turn, but I beg respectfully to submit my opinion the subject is worthy of immediate consideration, and a positive prohibition should be given to its collection after the close of the present Fusly, which will relieve the ryot from the hardship in the second Crop, tho' he will have suffered through the first Crop.

(Signed) J. Blackburne
Pl Collector

Madura 5th April 1839.

To The Secretary to the
Board of Revenue in the
Department of Public Works
Fort St. George

Sir,

In answer to your letter of the 10th, received on the 17th Ultimo, I have the honor to forward an abstract Statement of works proposed to be undertaken under Estimates to the Amount of Rupees 29,140, selected from those already submitted and drawn up in the usual form, after due consideration of the localities, and in communication with the talook authorities, to whom advances have been distributed and Maistries sent; and as there is no probability of the Vighey coming down before November, I trust to have a great portion completed.

Of the sanctioned Estimates for last year, amounting to Rupees 51,236, work has been completed, and well completed, to the value of Rupees 36,086; the detailed Statements for which in a satisfactory state of forwardness and will shortly be submitted.

The whole estimate of Rupees 52,058, was made with great pains and care by the Civil Engineer. I am of opinion all are exceedingly necessary. to obtain the greatest benefit at the least outlay advantage should be taken of the more favorable season; and I cannot doubt I am advocating the advantage of the estate and the welfare of the population in urgently submitting my recommendation that I should be empowered to continue the rest of the works entered in the Estimate for Rupees 52,058, as early in the next year, as leisure and the state of the season will allow me.

No.

No doubt it is true that the advantages of surplus profit held out from the execution of tank repairs are often deceptive - but it is also a matter of daily experience that had they not been performed, the ryot would have been utterly impoverished and driven to emigration -

I have &c.

Madura
3d. July 1839.

(Signed) J. Blackburne
Prin. Collr.

To The Civil Engineer
8th Division.

Sir,

No. 1 to 4. I have the honor to forward a Statement with accompaniments for the actual expenditure of works performed to the tanks and watercourses in the Shevagunga District for 1838, amounting to Rupees 36,086-5-4.

I have &ca

Madura
Tondi
24th July 1839.

(Signed) J. Blackburne
Prin. Collr.

To The Secretary to the Board of Revenue
Fort St. George

Sir,

I have the honor to report for the information of the Board the receipt this day of the Acting Judge's communication that the Security before tendered by Angoomootoo Nachyar, Ranee of Shevagunga, has been cancelled as insufficient & that she has been called upon to produce other.

I have &ca

Madura
Tondi
31st July 1839.

(Signed) J. Blackburne
Principal Collector

To the Secretary to the Board of Revenue,
in the Department of Public Works
Fort St. George

Sir,

With reference to my letters of the 27th August and 24th September 1838, I have the honor to request Sanction for erection of talook Cutcherries at Eliangoody and Okoor, for which a Plan and Estimate accompany to be defrayed from the assets of the Shevagunga estate. These are the last that will be required, and you will observe I have hesitated thus long in recommending them in hopes they might have been dispensed with. The Cutcherry for Yemaneswerum cum Mungalum has hitherto been held in a Pagoda of Eliangoody, and that for Uuroovuttogay cum Mullacottah in an inconveniently small & perishable hutted Cutcherry.

I have &ca

(Signed) J. Blackburne
Princl. Collr.

Madura
Cunnagoody
9th August 1839

To The Secretary to the Board of Revenue
Fort St. George

Sir,

In fusly 1211 a former Zemindar of Shevagunga assumed the Dhurmasanum village of Vaylarunthel for arrears of Quit rent; and it was ever after classed with the private lands of the proprietor of the estate till 1241, when the Ex-Zemindar, Bodoogooroo Swamy Peria Odia Thaven, abandoned it to the Mahajenums, affecting to admit the arrears of quit rent had been recovered by the usufruct; but in the self same year the then Sheristadar, Ramasamy Iyer, obtained possession under a deed of Sale from the Mahajenums, and is said to have expended about 1000 Rupees in improvement of its irrigation. Under the last years' orders of the Sudr Udalut for the assumption of all lands alienated by the ex-Zemindar,

and

34

and on its being included in a list furnished by the Ranee, Angie Moottoo Nachyar, it was accordingly sequestered by me. Now subsequent to the rejection of the Ranee's security before the Court, she has a[illegible] me, disclaiming any right to the village in question and desiring its restoration to the person from whom it was assumed.

2. As I cannot but consider (altho' I have no proof to offer) that the land in question had, by lapse of time, gone virtually from the possession of the Mahajenums, and that its pretended restoration to them was a mere cloak to an improper transaction, I have no hesitation in looking upon the transaction as a novel alienation in fusly 1241, and I am [illegible] inclined to believe a report that the Ranee's recent interference has been procured by a douceur of Rupees 400, by Sooba Iyen, brother of the deceased Sheristadar, and in addition I beg to add there are no accounts indicative of the alleged arrears of quit rent, payment &c. — And under these circumstances I have the honor to request you will procure me the instructions of the Board for my guidance.

I have &c.

Madura
Mayloor
18th August 1839.

(Signed) J. Blackburne
Princl Collr.

No 75

To The Secretary to the Board of Revenue
Fort St. George.

Sir,

1. In elucidation of my report for fusly 1248, on the Zemindary of Shevagunga, sequestered for arrears (which I shall endeavor to make as brief as possible) I have the honor to forward the following Statements.

No 1. Abstract of Settlement.
2. Detail.
3. Average price of Grain.
4. Demand Collection and Balance.

Demand

5. Demand of Peshcush, Current and Arrears.
6. Account Current.

2. Rain commencing with the first days of the fusly continued to fall partially till the end of October and was succeeded by general heavy rain for the first fifteen days of November, when it ceased entirely; and the Vyghey fed tanks were only filled in the first fortnight in November, instead of at the usual season in August and September, wherefrom tho' there was an increase of cultivation, there was a decrease of produce from the paddy being overgrown before there was opportunity for its transplantation, and to this evil was added the absence of any second fresh in the river or heavy falls of rain. The talooks of Auroor Vuttagoy and Sakai with Auraottee, however, were favored by the partial rains and both cultivation and produce were satisfactory.

My anticipation of a greatly increased settlement, founded on the extent of tank and Channel repairs, then recently executed, were disappointed by the unfavorable nature of the season; and I have a right to augur the full realization of my expectations for the current fusly from the way in which all these tanks have been filled by the late exceeding heavy rains, whilst the country has been much injured and newly constructed roads and bridges demolished by the breaching of those tanks for the repairs of which sanction was not received in time to enable me to carry the permission of Government into effect. Not a Ryot has emigrated during the year.

The people have been free from disease, but where the red water prevails, have been plagued with guinea worms. The cattle have suffered no extraordinary mortality.

From

3. From the 15th July to the 5th Ultimo was taken up in preparation of the Settlement in different parts of the estate as most convenient for all parties concerned; and, as in last year, for the first time, individual pottahs for the money and fixed grain rents have been distributed to the ryots; and the practise during the sequestration will, I trust, become a rule of guidance on restoration of the Estate to the proprietor. - I took the opportunity of the assemblage of the ryots to explain separately to each village community the receipt of the Board's permission of the 25th April for their future exemption from the unjust and arbitrary exaction of the Pillai Thoondoo, or making good of differences between the estimate of the harvest and actual quantity forthcoming. I look upon it as an exemption from a most oppressive abuse, and I judge of the severity with which it weighed upon them from their satisfaction at being relieved from it.

4. My efforts for the fair and due realization of the revenues of the Estate were thwarted till the receipt of the Board's communication, of the 16th May, of the determination of Government not to abandon the Estate to the proprietor till all arrears were paid, by the reports daily spread about by the Rannee, Angoo Mootoo Nachyar, that she was instantly to be put into possession; and it required a constant vigilance to guard against frauds to which the people were thereby excited. -

5. The following is a comparative abstract of the Settlement between Fuslies 1247 and 1248. -

Items		Fusly 1247	Fusly 1248	Increase	Decrease
Nunjay	In kind	228726 12 3	261685 2 11	32958 6 8	" " "
	In Money	9059 3 5	8433 14 2	" " "	625 5 4
Nunjay Mel Punjah	In kind	43689 7 5	21163 14 9	" " "	22525 8 8
	In Money	1538 9 3	786 " 11	" "	752 8 4
Punjay	In kind	1774 9 9	1917 11 6	143 1 9	" " "
	In Money	27533 13 1	29982 15 10	2449 2 9	" " "
	Do. Do. Garden	2969 12 2	3605 9 3	636 13 1	" " "
Ready money Collections	Trees, fish & Quit rent	21138 11 5	22105 0 2	966 4 9	" " "
	Village rent	11736 1 9	10287 15 9	" " "	1448 2 0
Dewastanum, Chettrum, & Dhurmasanum Poraspoo, or Quit rent		64882 8 2	63073 1 2	" " "	1809 7 0
Peshcush of Petty Pollums		12543 8 0	12543 8 0	" " "	" " "
	Chauk rent	410 " "	560 " "	150 " "	" " "
	Choy root rent	27 " "	15 " "	" " "	12 " "
		426130 " 9	436268 14 5	37303 13 "	27172 15 4
		Deduct decrease		27172 15 4	
		Net Increase		10130 13 8	or $2\frac{3}{8}$ pr. Cent
Average of last 5 years from fusly 1243 to fusly 1247		" " "	374293 7 3		

Increase - - 61967 7 2 or $16\frac{8\frac{1}{2}}{16}$ pr. Cent -

Of this increase Rupees 6143-3-7 is the revenue of $25\frac{1}{8}$ villages granted in Dhurmasanum by the Ex-Zemindar, and now carried to the Ain Account under the orders of the Sudr Udalut of the 5th March 1838, which being deducted from the gross will leave a net increase of Rupees 3987-10-1 in favor of the year under Report. -

6 - In the Nunjay Warapuut, or share giving, settlement, from which Item the principal portion of revenue is derived, there is an increase in the fusly under report over the preceding one of Rupees 82958 or $14\frac{6\frac{1}{2}}{16}$ pr. Cent. - & tho' there was a small increase of cultivation to an extent of $2\frac{3\frac{1}{2}}{16}$ pr. Cent there was a decrease of no less than $10\frac{1}{2}$ pr. Cent in the

produce

produce; and the increase settlement arises from the increased price being as much as $22\frac{5}{16}$ per Cent over the value of paddy in the former year. - The proprietor's share of the produce averaged Collums 9-3- per Chey in fusly 1247, whereas in the year under report it did not exceed Collums 8.3.1.

From want of rain in due season the Nunjah and punjah cultivation fell short of the preceding year by more than one half. -

The Nunjay land paying a money tax was cultivated to greater extent than in fusly 1247, yet there is a decrease in this item of revenue because, from insufficiency of water, the Ryots preferred tilling the lower to the higher rated land. -

The increase of Rupees 2449, in the money paying punjay of the year under report over fusly 1247 arises chiefly from $25\frac{1}{8}$ villages, granted by the Ex-Zemindar in Dhurmasanum being re-incorporated with the Ain lands; - and the increase of 636 Rupees in the Punjay gardens is in some small measure from the same cause, but mainly from the extended cultivation of Tobacco. -

The increase of Rupees 966 in the ready money collections arises principally from the re-incorporation of the $25\frac{1}{8}$ Dhurmasanum villages. - And the decrease of 1448 Rupees in the village rents is from four villages that in fusly 1247 gave that rent being in the year under report under my direct control. -

The decrease in the Devastanum &ca Poroopoo is from the re-incorporation of the $25\frac{1}{8}$ Dhurmasanum villages with Ain. -

The gross produce of fusly 1247 was Colls 404475
Do — Do — 1248 — 379436

Decreased produce of the year under report 25039

7 - The Adynadungul revenue alluded to in the 10th Para: of my report of the 10th November 1838 will be found incorporated in Cols 17, 155, 194 and 213 of the Detail Statement

No

No. 2 respectively for the Nunjay warapaut, Nunjay nel Punjay warapaut, Nunjay nel punjay Terwaipaut and Punjay warapaut; and, as was once before similarly explained in one of my aim reports, is not to be entered separately and distinctly, being an integral portion of the revenue of fusly 1248.

8. Of the amount of settlement viz. 436260-14-5

There was collected by the end of the fusly - 307957-14-10

Subsequently up to the end of September 40337-..-11 | 348294-15-9

Balance 87965-14-8

To wit - Ready money 1934-9-4

Outery price of grain 86031-5-4

87965-14-8

Of the ready money balance Rupees 1277-5-1 is a nominal entry in the accounts under the circumstances shewn in para: 7 of my report of the 30th October 1837, on the settlement of this estate for fusly 1246; and the rest will be recovered within the month.

The outery price of grain is a balance due from the Marcoyars of Keelakarrai, who purchased at a high rate at the end of the fusly; - In August rain began to fall generally in the Zemindary and afterwards continued to such extent that they have no longer the power to remove the grain from the threshing floors which they were perhaps too indolent to do at first. - From the high rates at which they purchased and the decreasing value of paddy both here and in the neighbouring Collectorates they will sustain loss; but from their high character I have no apprehension of difficulty in realizing the amount by the end of December.-

9. The Government demand of Peshkush has been fully realized for the year under report, and there remains only the balance of Rupees 54839-4-2, for fusly 1246, which will be recovered from payment of the grain contract by the end of December.-

10. Of the rupees 30000 sanctioned under date the 10th June for repair of tanks and watercourses only Rupees 17022-6-11

had

had been disbursed from the general treasury; and work done only to extent of Rupees 9411-3-2 at the end of September, from the very advanced period at which the sanction was given, and communicated, tho' I can safely say every possible exertion was made by me to secure the utmost advantages from the permission, nor shall I now relax tho' there will be fear of unprofitable expenditure but the prompt execution of these works is of too much importance not to justify the risk of partial failure and frauds in execution.-

11.- Under the discouragement of the Board (para: 15 of their proceedings of the 30th May) and the equal discouragement of Government, I will not take up their time, in considering, nor my own, in preparing, data for the conversion of the Nunjay and Punjay revenue from a share of produce to a money demand, as proposed in the 5th Para: of my report of the 10th November 1838.-

12.- The Settlement of the ex-Zemindar's Cowlikreyam, or private lands, attached under the orders of the Sudr Udalut of the 5th March 1838, has cost me a great deal of trouble from there not being a single written document forthcoming respecting them, and regarding which there was difficulty in procuring any information whatever.- I have fixed the Settlement of this Item, which is included with the extra revenue, at Rupees 10655-10-5 after determining a number of claims, and I am sorry to think there remain many still undisposed of.-

13.- The Abstract detail of the Settlement of the Devastanums and Chettrums marked A is herewith forwarded.- The surplus funds of each institution are, if the place is perfectly secure, kept in the respective buildings; where there is any feeling of insecurity they are deposited in the general treasury at Madura.-

As

14. As promised in my last report, I have the honor to forward Statement B. of the new Dhurmasanum lands. Many of the holders are unwilling to clear the jungles or take further trouble till a final decision is given regarding the proprietorship of the estate, and many of the hamlets are in dispute between the people of Shevagunga and subjects of His Excellency the Rajah of Poodoocottah. I collect the dues according to the Cowle rates given by the ex-Zemindar.

I have &c.

Madura (Signed) J. Blackburne

28th October 1839. Pl. Collector

To the Secretary to the Board of Revenue

Fort St. George.

Sir,

In reply to your letter of the 7th, received on the 15th Ultimo, I have the honor to refer you to the correspondence betwixt the late Collector and the Board under date the 5th April, and 23rd May 1833.

It will be in the Board's recollection that the Peshkush was fixed in the Shevagunga Zemindary on estimate, and not on actual investigations; and in the Tamil Istemrar record, Vaytaren Yendel has clearly been originally entered as an Ain Village; and the word "Ain" has as visibly been changed to "Dhurmasanum," and the change is done with so little skill as to raise a doubt if any fraud could have been thereby intended; but the difference in the colour of the Ink would seem to indicate the change was made at a period long subsequent to the original entry.

I would conclude with recommending the assumption should be enforced till the estate be restored to the proprietor, when she, or he, can do as they think proper with it.

I have &c.

Madura (Signed) J. Blackburne

7th November 1839. Pl. Collr.

No 33

38/75

To the Secretary to the Board of Revenue
Fort St. George

Sir,

1. In the year Soumia, 1789/90, the village of Venjunthee patty, talook of Shiroopattoor in Shevagunga, was granted in Jeevedhum, or service tenure, by Murdoo Shervagar, the Zemindar, to Noor Khan Cory and Faqueer Hafiz Khan Cory, who enjoyed it in free gift till Roudree (A.D. 1800) or fusly 1210.

On Gooroo Vullaba Thaven's installation in Doormadee (fusly 1211) he resumed the village.

In the Istimrar accounts it is entered as an Ain Village.

In Doondamee (fusly 1212) he restored the village to them, and they enjoyed it in free gift up to fusly 1232.

In fusly 1233 the Zemindar assumed the village on their refusal to pay a quit rent, yet they succeeded in forcibly keeping the produce; on which the Zemindar, in the following year, instituted a suit against them in the ~~Moonsiff's~~ Register's Court, and obtained a decree in his favor; and accordingly kept possession till fusly 1235.

In 1236 he restored the village on their entering into a written obligation to pay a quit rent of 5 fanams per cullum of seed land and they continued to hold possession till 1240, without paying the stipulated quit rent.

On the assumption of the Zemindary for arrears of Peshkush in 1241, this village also was assumed by Government; and in fusly 1242, the produce of it was entered in the general Settlement.

When the estate was released by Government the former holders presented the Ex-Zemindar with a horse as a Nuzzer, when he restored them the village together with the produce of fusly 1242; and they continued to keep possession till fusly 1246, always forcibly resisting payment of any quit rent.

From

From fusly 1247, it has been, with the rest of the estate, under the Government assumption.—

2.— The Claimants now undertake punctual payment of the former stipulated quit rent of 5 fanams per Cullum of seed land.—

Settlement for fusly 1248	379-1-4
Quit rent @ 5 fanams per Cullum of seed land	304-2-0

I request you will procure me the Board's instructions for my guidance towards these Mussulmans whose conduct in forcibly keeping possession, as above shewn, makes me hesitate to recommend their claim—yet at the same time I must report them to be men of rank, and in other respects of good character and repute and that the proceeds of these lands are their only means of maintenance.—

I have &c.a

(Signed) J. Blackburne

Princ.l Coll.r

Madura

18th November

1839.

No. 64

To The Secretary to the Board of Revenue

Fort St. George

Sir,

With reference to the correspondence noted in the margin, I have the honor to forward a Memorandum of the result of my enquiries into the charges of malversation brought against the Thumberam of the Trimalai and five other Devastanums in Shevagunga.—

To the 1[illegible]
January
March
From the
25th Jan[illegible]
28th M[illegible]

Col.n 3. embraces certain sums borrowed in behalf of the establishment, but instead of being repaid, the money was kept by the Thumberam and bonds given in his own name, thus cancelling the debt for the establishment and leaving the creditors to recover their dues from the Thumberam by the usual process. The amount is Rupees 188¾.—

Col.n 4 shews certain sums pretended to have been repaid, and entered as such in the pagoda Accounts, but for

which

39 / 77

which there are no vouchers in the Pagoda record nor can the Thumberan produce any. - These sums must, therefore, be looked upon as embezzlements by the Thumberan, from whom they should be recovered and carried to the credit of the Pagodas; whilst, mean time, being just, the claims should be satisfied from the Pagoda treasuries. The amount is Rupees 438 1/16. -

Colⁿ 5 purports to shew repayments to certain pretended creditors, but the pagoda accounts do not shew any debts due to them, neither do they profess to have any claim, or acknowledge the receipt of any money. - These then must also be looked upon as embezzlements, and the amount should be recovered from the Thumberan and credited to the Pagodas. It is Rupees 233-15-8. -

Previous to the assumption it was customary, and the Ex-Zemindar obliged the payment of a Nuzzer or offering on occasion of the Dusserah festival. After the assumption the Thumberan continued the practice, and no opposition was offered to the habitual abuse by the servants. It will be sufficient therefore to accept the explanation, and put a stop to the abuse for the future. -

2. I beg to forward also an abstract of the state of the funds of the above six Devastanums for Fusly 1248, whilst under my own control, whence will be seen a surplus of Rupees 13008-1-0 at the end of the fusly after due provision for all customary ceremonies, even tho' the season was to be classed amongst the adverse ones. - At this rate there ought to have been a large amount of money in the treasury, yet, on the contrary, the Thumberan had involved the establishment in a debt of Rupees 10732-6-6, of which Rupees 4804-13-10, had been repaid before I took charge; leaving a balance of Rupees 5927-8-8, which still has to be examined and proved. -

3. The appointment of Thumberan rests with the convent of Thiroonomalai in Arcot, and as his superiors they

should

should be held responsible for his malversations; or if the Board prefer it the recoveries might be made from his future pay, which I would recommend should be fixed at Rupees 86-5-4 per mensem, the rate allowed by the late Acting Collector, Mr Wroughton, tho' it had previously been nominally fixed so low as Rs 32-13-2-4-

I will conclude with recommending the continuation of the attachment of the revenues of the establishment and their disbursal thro' the Devastanum Tasildar to the Curnums, Maniagars and others thro' whom the respective ceremonies are conducted, confining the Shumberan, who from his education can never be a fit revenue administrator, to his legitimate duty of superintendence and supervision of the ceremonies of religion.-

I have &ca
(Signed) J. Blackburne
Prinl. Collector

Madura
19th November
1839

No 94

To The Secretary to the
Board of Revenue
Fort St George

Sir,

I have the honor to report for the information of the Board the receipt this day of instructions from the Sudr Udalut to continue to retain the Zemindary of Shivagunga under attachment till further orders. This new injunction has been passed on the motion of both parties to be put into possession on producing Security.

(Signed) J. Blackburne
Prinl. Collr

Madura
20th December 1839

To The Secretary to the Board of Revenue
Fort St. George

Sir

In reply to your letter of the 23rd December received on the 2nd Instant, I beg to express explicitly that I recommend continuation of the attachment of the village of Vayaranthal [illegible] as well on the ground of the alienation in Fusly 1241 being illegal; as on its having been for so long a time resumed by former proprietor of Shevagunga, and I am of opinion Mr. Unwski's impression and his representation of the case was incorrect, indeed he does not seem to have been at pains to ascertain facts, but laying the case before the Board as it was brought to his notice, he asked their instructions without giving his own opinion. As shewn in my letter of the 18th August my recommendation rests on the shewing of the accounts that the village had been in charge of the proprietors of the estate from Fusly 1211 to Fusly 1244, when it was affected to pay an arrear of quit rent of which there is no where trace in the accounts, had been recovered by long sequestration; after which it passed almost instantly thro' the hands of the pretended rightful owners into those of Ramasawmy [illegible] deceased, the then Sheristadar of the Collectorate of Madura

Madura
7th January 1840

Signed J. Blackburne
Pr'l Coll'r

To The Secretary to the Board of Revenue
in the Department of Public Work
Fort St George.

Sir

On the 10th June 1839 Occasional and Ordinary Estimates were submitted for the improvement and security of the irrigation of the sequestered Zeminary of Sheriqunga to extent of Rs 111,004 - 11 - "

On the 14th October sanction of the 3^d was received to undertake work to the extent of Rupees^+ 29140 - 1 - " selected by me from those estimates. With the utmost promptitude on the part of myself and native servants aided by the alacrity of the ryots who were to benefit by the measure, work only to the amount of Rupees 14795 - " - " or there abouts has been completed. The remainder of the sanctioned estimate is in progress.

As the time had passed for occasional works when I was authorized to make selections on the estimates submitted, I confined them to ordinary ones; the time for occasional works being taken in hand has arrived some days since & I have the honor to recommend strongly sanction to undertake the whole of the amount already submitted but for which sanction has been withheld. I have no hope that even a moiety can be completed within the year, but to the efficient discharge of this duty it is

+ 899 Rs 29140 . 1 . 1 for Permanent work
Recommended [illegible] by the Civil Engineer

imperative I should be authorized to undertake any that I may commence on the different portions as the state of the season and the supply of water remaining in the Tanks permit.

2 The extreme attention given to the Estimates before by the Engineer's Department renders it equally unnecessary to go to the expense of having them made over again, or to run the risk of loss of time in addressing this through the Engineer's office.

Madura
7th Jany 1840

(Signed) J. Blackburne
P.C.

No. 11

To The Secretary to the Board of Revenue
Fort St George

Sir,

On assumption of the Shevagunga Zemindary I had the honor to submit, in reference to a former one, a proposed establishment of Servants, which met with the Board's approval on the 15th May 1837.

As the revenues are received almost entirely in kind, and as the cultivation, and with it the revenues, are greatly on the increase from the progressing repair of tanks and the sources of irrigation, the labours of the servants are also greatly augmented, for which reason and in well earned reward of their honesty and activity I cannot

deny

[illegible] of the pleasure of recommending a small addition to the monthly pay of many of them, increasing the total disbursements by 161 Rupees a month or 1842 Rupees per annum, as per accompanying Schedule, in which will also be found a reduction of 3½ Rs. to one Gomastu to equalize the pay of all of that denomination.

2. In my own Cutcherry I propose an increase of 5 Rupees to the Head Gomastu, present pay 35 Rs.

and of 3½ Rupees to each of the three 10½

Tamil Gomastus, with the new appointment of a fourth at 14 Rupees a month.

I particularly recommend an increase of 5 Rupees to each of the 8 Ameens; and (3 at 45, 3 at 40, 2 at 35)

half a rupee to each of the 190 Talook (present pay 3½)

peons, making their pay equal to those of the Ain Talooks, the labor required from them being much greater in having to watch the produce at the periods of estimation and threshing, and it must be borne in mind that they are now prohibited receiving batta from the Ryots, a perquisite which they enjoyed under the Zemindary administration — and I beg particularly to request the sanction may be given to take effect from the 1st of the ensuing march.

	Rs. a
List as it at present stands including Police per mensem	2830-12
With the proposed increase	2991-12
Monthly increase	161 "
Annual increase	1842 "

Madura Theroovaigumputt
1st February 1840

Signed J. Blackburne
Colr.

No. 14

42

To The Secretary to the Board of Revenue
Fort St. George

Sir

With reference to Petition No. 1066 of 1839 herewith returned, forwarded with your letter of the 8th instant (received 17th) I have the honor to state that the hamlet alluded to by Petitioner was granted to his father by Gavoory vullaba Taven on Jeevatha Cowle (service) tenure on Condition of paying a tax of 10 fanams Pr Collum of seed land, according to which he enjoyed it for about 18 Years. In Fusly 1243 the Ex Zemindar granted it as Dhurmasanum to his Persian Moonshee, and being included in the general list presented by Ulugamootoo Nachyar, to whom the Zemindary has been awarded, it was assumed with all other villages newly alienated by the Ex Zemindar in conformity to orders from the Sudr Udalut. It was unjust in the Ex Zemindar to resume it from Petr. to give it to the Moonshee and I am of opinion it should be restored to Petitioner's enjoyment on the terms originally granted.

Previous to the orders of the Sudr Court both parties laid their Claim before me and being perfectly satisfied that Petitioner's Claim was more just & legal than the Moonshee's I awarded it in his favor.

Madura
21st February 1840

(Signed) J. Blackburne

Pr Coll.

To The Secretary to the
Board of Revenue
Fort St. George

Sir,

In answer to the second and third paragraphs of the extracts from the proceedings of the Board of Revenue of the 2d Instant, just received, I have the honor to inform you the Zemindar of Shevagunga was very ready to take upon himself the charge of the police establishment as long as he had the appearance of honor and authority in the control of it. Inefficiently as it is generally conducted under a Zemindar's management I would prefer its being continued under them, than left to myself with the support which I fear the Government might deem sufficient, and which I should think insufficient. The expence to the Government would be great, to the Zemindar small or in fact the present amount. But was the Revenue control abandoned to the proprietors and the police left with me I should not be satisfied with three times the present amount.

I believe it never was contemplated that the charge of the police should be imposed upon a Zemindar though there seems no objection to their being taxed with it on their own consent. During a sequestration I consider a Zemindar as having no voice whatever in the administration of the estate, and under such circumstances to impose the charge on the estate appears unjust to me, but I leave the question for the further instructions of the Board.

Madura
Meyloor
9th March 1800

(Signed) Ch. Blackburne
Prov. Collector

No. 20

To The Secretary to the Board of Revenue
Fort St. George

Sir,

In the same cover with this will be received, my report of the entire liquidation of all arrears due from the Sheragungah Zemindarry, and shewing a balance in hand of Rupees 40673-12-1 up to the end of February after collection in full of the current kists; and in obedience to the former instructions of the Board I beg to recommend to their favorable consideration the claims of Ramanaden Chetty to recovery from the surplus of the estate, for repayment of a loan, made by him to enable the Ex-Zemindar to liquidate former balances of Peshkush, amounting to Rupees 40749-"-6, or with interest up to the end of february, at 12 pr. Cent, Rupees 57300-"-6. And, to put the case at once before the Board, I take the liberty of forwarding copy of all extracts of the correspondence on the subject.-

as per Memo: particular annexed

(Signed) I. Blackburne
Pl. Collr.

Madura 1st March 1040.-

Memo. of Ramanaden Chetty against the debt from the Zemindarry of Sheragungah.-

	Rs.	as.	p.
Amount of Bond given by the Ex-Zemindar on the 1st of avanee in the year Thoormooghy or 14th August 1036 to Ramanaden chetty	60916-	5-	..
Deduct amount of partners share	10006-	2-	..
Nett amount due to Ramanaden chetty	50030-	3-	..
Interest from the date of the bond to the end of february 1040 being 43 Months @ 1 pr. cent pr. mensem	21056-	15	
Total Rupees	72607-	2-	0.
Deduct amt. paid to Ramanadenchetty in the year the bond was given	10001-	2-	0
Interest on the same	3225-	15-	6
	13317-	2-	2
Balance due	57300-	..	6

Particulars.

Principal Amount	40749-"-4	
Interest - do.	16631-"-2	57300-...

Madura 1st March 1040.- (Signed) I. Blackburne
Pl. Collr.

To The Secretary to the Board of Revenue
Sir, Fort S^t. George

1.- I have the honor to report for the information of the Board of Revenue the entire realization of arrears due by the Shevagunga Zemindary, taking into account a draft for 14000 Rupees, at 60 days sight, forwarded to the Sub Treasurer on the 25th last January. The adjustment will be made in the accounts for the current month and there remains in deposit after deducting every outlay and giving credit for the current kist, a balance of Rs 49673-12-1 up to this date.-

2.- In consequence of the discontinuance of every species of forced service except the protection of the high roads, and of every exaction and vexatious interference with the inhabitants & by reason of the great improvements made to the tanks during the last two years and still in progress, the cultivation has been greatly extended both in irrigated and unirrigated lands.-

3.- On the 21st Ultimo, I forwarded to the Board copy of the Sudr Courts proceedings of the 9th December prohibiting the release of the estate even though the arrears were realized; I am now given to understand that Angoo-moottoo Nachyar has tendered security to the amount of Rupees 39,000 to the Zillah Court, and that she expects to be able to offer the remainder and obtain possession of the estate immediately.-

4.- Until the sequestration now in force, this estate has never been under direct European control for more than a brief season at a time.- During the thirty eight years that have elapsed since promulgation of the early realizations, they have neither been enforced or understood by the Zamindar and his immediate servants, by those of the talook, or by those of the villages:- nor does there appear to have been any attempts at instruction:- disputes for land water and crops have ever been numerous-

the

64

the people knew not how to seek redress nor the Zemindarry servants, how to afford it - hence it is that the records of each sessions bear witness to more than one person's life being in danger of being sacrificed to the demands of the law and that personal violence and contempt of legitimate authority has been so prevalent; and which I have frequently had occasion to bring to the notice of my superiors - The administration of the estate was conducted in private houses & in secret, there being no known public officers for the transaction of business; and the tanks and channels, on which the prosperity of the ryot so much depend, were neglected even to the misappropriation of a fund set aside for that particular purpose. - The dues of Government have ever been greatly in arrears and there is no record of high revenue derivable from the estate, notwithstanding its great capabilities, and the people have been poor and desolate and in every reverse of season obliged to emigrate in considerable numbers to neighbouring collectorates and to Ceylon to obtain a livelihood - The estate has no towns of importance - no manufactures and the roads have been utterly neglected and many well endowed chettrums allowed to be rapidly falling to ruin. -

It is now nearly three years since I have had charge of the estate and during that time the public servants have been regularly paid, the Government dues collected within the time fixed for them, and at last the whole of the heavy arrears liquidated, every abuse has been put a stop to - there have been no emigration even of a temporary nature - the people are gradually emerging further excessive poverty - the attention paid to the streams, tanks, chettrums and public roads has greatly changed the face of the country and order economy and justice have been introduced which it only requires a few years more of direct European interference to carry to a greater height and to give solidity

to

to its basis.—

Admission of the Ex-Zamindar's security was followed by the heavy arrears of fusly 1246, because he had obtained it by remission of their taxes to those who became responsible for him, giving them receipts as tho' they had been duly paid— Is it not fairly to be feared that the Ranee Angoo-Moottoo Nachyar, is, as I am now told is the fact, now obtaining security under similar promises and also further ones of giving Maneam villages to her supporters? And is it not to be feared from the knowledge the Board already possess of her personal character— of her poverty and of the character of her advisers that if she should obtain possession before the final decree be passed by the Queen in Council, she will put a stop to all improvements involving outlay, that she will endeavour to extract the utmost in her power from the Ryots and that she will withhold to the utmost of her power every thing due to Government in order to secure a competency for herself in event of the appeal being against her— And though it is true the county may be taken from her when she fails in her engagements, I foresee such certainty of that result, and so much space for mischief even in short time, and so much difficulty and trouble in resuming an interrupted system of labor & order, that I trust the Board will pause before they recommend or acquiesce in the restoration of the estate till at least a final award shall have been passed in the Case.— I would also urge that compassion for the Nachyar should not be allowed to outweigh the justice due to nearly 300,000 persons forming the population of the estate.—

For an instance of the advantages to be

gained

gained by a somewhat continued administration under European authority I would beg the Board to call to recollection the sister Zemindary of Ramnad, which, though far from perfect, still retains much of the goodness and order imparted to it during attachment when under litigation.—

(Signed) J. Blackburne
Principal Collector

Madura 3d March 1840—

No. 114

To, The Register to the Sudr Udalat
Madras

Sir,

I have the honor to report for the information of the Court the entire realization, during the current Month, of arrears due to Government from the Zamindary of Shevagungah: and that agreeably to the Courts instructions the attachment will be continued till further orders.—

(Signed) J. Blackburne
Prin.l Collr

Madura 29th March 1840—

No. 32

To The Secretary to the Board of Revenue
Fort S. George

Sir

1— I have the honor to request you will procure me the Boards early sanction for writing off from the accounts the sum of Company's Rupees 8089.13.11 being the irrecoverable balance for fuslees 1246 & 1247, in the Zamindary of Shevagungah, as I have taken pains to assure myself of the propriety of the recommendation, and am anxious to be relieved from the necessity of a vain monthly recurring entry in the accounts of the talooks and of my own Office.

2— The Rupees 2193-12-3 entered in Col: 5 of the Statement accompanying, is the nominal balance alluded to in paras 7 and 21 in the reports on the Settlements of fuslees 1246 & 47 dated respectively 30th October 1837 and 10th November 1838.—

3— The balance of Rupees 81..15..7 in Col: 7 is from punja lands, which however might be improved if there was any fund where from to lay out money for that purpose—In their present state it would be desirable to surrender them

to

to the proprietor of the Zemindary from whom they were originally derived.—

4.— Rupees 199-2-6 entered in Col: 8 is due from 3 fraudulent curnums, fined under Regulation IX of 1822, whose property did not equal the amount awarded against them, and who have suffered as much imprisonment in jail as seems desirable.—

5. Rupees 146-3-11 entered in Col: 9 is the difference in the estimated price of grain entered in the Settlement accounts and the actual price for which it was afterwards sold.—

6.— Should the Board require the account particular of each of the 17 insolvent ryots it is at hand, and I am prepared to forward it.— The aggregate balance of these 17 ryots is Rup^s 331. 6. 8 as shewn in Col. 10.—

7.— The Rupees 122.. .. 11, entered in Col: 11, should be remitted as an unjust cess put upon the lands by the Ex-Zamindar.—

8.— The Rupees 9.. .. 4 was entered at the Settlement from the delay of the party claiming exemption to prove his right, which was not to be ascertained from the records.—

(Signed) J. Blackburne
p^l Col^r

Madura 1st April 1840.—
No 36

To The Secretary to the Board of Revenue
Fort St George

Sir,

In reply to the information required by the extract from the Board's Proceedings of the 30th Ult^o I have the honor to state, that on the complaint of the Curnum Amblagar and other officers of the Dhurmasanum village of Crostor in the (sequestrated?) Zamindary of Sherragungah, that their opponents refused to give them the high Totantrum fees they claimed by customary enjoyment.— I attempted the investigation and in the absence of any witnesses not being one of the contending parties, and in the absence of any accounts,

not

not kept by the complaining party themselves, and there being no Government accounts to confirm or refute them I was guided in my decision by what appeared to me to be equity, and nonsuited the complainants -

Madura 8th April 1840 - (Signed) - J. Blackburne
Prinl. Collector

No. 60.

To The Secretary to the Board of Revenue
Fort St. George.

Sir,

I have the honor to bring to the Board's notice that Gowry Vallaba Taver, late Zemindar of Shevagungah bestowed a gift to one Soobaroyer, on the 1st June 1829, 21 Cullums and 2 Mercalls varagady of Seed land in Sittalyvayel, and 8 Cullums and 2 Measures in Thuttanaunthal Dhurmasanom Villages in the Talook of Aroorvittagay, being private property of the Zemindar, and in no wise belonging to the Estate - As the Zemindary was under attachment at that time for balance of Peshcush, the lands in question were not put in possession of Soobaroyer - The Zemindar who passed the deed of gift died on the 10th June 1829, and on the 1st September following the Zemindary was restored to Moottoovadooga Pareya Oodaya Taver the father of the Ex-Zemindar. On the 5 March 1830 the Lands, in conformity to the deed were given up to Soobaroyer, & he held possession of them, paying a Dhurmasanom rent of 7 fanams per Cullum, until fusly 1240 being 10 years: but agreeably to an order from the Court of Sudr Udalat, directing the resumption of all lands alienated by the Ex-Zemindar, and his father Mootoo Vadooga Pareya Oodaya Taver, the lands of Soobaroyer were also attached considering they were put in his possession by the Ex-Zemindars father Mootoo Vadooga Pareya Oodaya Taver

Taver, and not by Gowry Vallaba Taver, who passed the deed. As Torbarger claims the land, I beg the Boards permission to surrender them to him.

Madura
27 June 1840 } (Signed) J. Blackburne
Princl. Collector

No. 101

To
The Secretary to the Board of Revenue
Fort St. George.

Sir,

1. In explanation of the settlement of the Shevagunga Zemindary for fusly 1249 (A.D. 1839/40) I have the honor to forward the following statements vizt

1 Abstract of settlement
2 Detail
3^d Average price of grain
4th Demand Collection and Balance
5th Account Current.

2. The heavy rain that commenced in August and continued with little intermission through the greater part of October prepared the ground for cultivation, and abundantly supplied the nullahs, which, running from the North East, filled the small tanks dependent upon them, in very many instances to their great loss - no less than 330 were breached in 292 villages owing to the deplorable neglect of repairs during the last 60 years - a neglect which is not even now under remedy with any sufficient energy - although it must be admitted a good deal has been done - Of these, 196 tanks were made available to the cultivation by the early and strenuous exertions of the Ryots at but little expense to the estate; and the Stat^e of season

supply

47 93

supply of water was so overabundant in the brackish land of the talooks of Thiroovaigumputty and Ooravutty as greatly to injure their powers of production:- Five of the 14 talooks into which the estate was formerly subdivided (now 8) are watered by tanks fed from the Vyghey, the freshes in which did not appear till the 3.^d of November, at which period the rain having ceased the produce was not what might have been expected from these large tanks, recently put into efficient repair, retaining abundant water throughout the season - The other lands, dependent on the rains & Nullah irrigation, yielded much finer crops.-

Freshes in the Vyghey

3.- The scrutiny of the settlement was commenced on the 1.st of August and held in four different stations within the Zemindary; and individual pottahs have been distributed by the Ameens to the Ryots as prescribed by Section IV Regulation XXX of 1802, shewing the extent of land and rate of the proprietor's shares; the quantity of the proprietor's share of the grain; the amount of money demand for the Punjah land and the period at which the Kists fall due.-

Settlement when Scrutinized and pottahs then given

4.- The unauthorized and unjust practice, introduced by the Zemindar of late years, of collecting the difference between the estimate and actual produce, known under the name of "Pillai Thondoo," and explained in the 4.th para of my report of the 10.th November 1838, and in letter of 5.th April 1839, has been abandoned under the Board's permission of the 25.th April 1839:- I beg to enclose translate of the Circular in which I promulgated the annulment of the practice and I am happy in reporting the Ambalagars, or head men of the villages, have proved themselves deserving of the boon by

their

their honesty, and the care with which they, and the Carnams [?], have, for the most part, watched the crops, and not only prevented frauds by the Ryots, but have been equally instrumental in checking any such by the Government Servants.

The average returns of produce per ery [?] in the year under report is 12. 6. 2¼ Cull[?], whereas in the preceding one when this exaction was in force, it averaged only 10. 3. ¾ Cull[?] — The increase of the former is however in part owing to more favorable season —

5 — The improvidence and mismanagement of the estate by the proprietors seems to have been most injurious to their own interest, and equally oppressive to the cultivator; when the grain was cut it seems to have been usually stacked unthreshed for a period of three months, whereby the grain was so injured as to be unfit for Seed, which the cultivator was obliged to procure at a high price elsewhere, and to borrow money for the sustenance of his cattle, and for payment of the reapers at high interest — I have been in great measure successful in introducing the practice of reaping in one day, threshing on the next and dividing the produce on the third, whereby the Ryot has at once excellent seed grains, straw for his cattle and produce wherewith to pay the reaper his hire, without recourse to dealers in money or in grain, and surely the estate will [illegible] feel this benefit in the ensuing year.

Improvidence
injustice and
procrastination
in division of
the produce
amended

6 — Other evils attending this improvidence were the imposition on the Ryot of the labor of watching the produce or being responsible for its deficiency — the deterioration of the grain, as above stated; and in a still

further

further degree to the merchant if it had been sold before the crop was cut, because from the delay in the division of produce the rains must have set in before the purchaser could carry it away; and being still stacked, for there is not a granary on the estate, it was liable to further injury from the weather. - In the year under review the paddy was sold before being cut, and every effort made for its immediate transport, but from the fall in value, with scarcely any success; but where it has been delayed, the fault lies with the purchaser alone who had been repeatedly warned of the folly of procrastination, and by whom it was understood the Ryot was not to bear any responsibility for wastage or deterioration, he having it fully in his power to provide against it. - When the estate shall be restored to the proprietor, experience of the past leaves fair ground to expect a recurrence of this improvidence and oppression; and a pretty tolerable certainty no money will be expended to ameliorate the evils consequent on mismanagement; and consequent also on the proprietor's cupidity which induces him to keep the grain till a favorable market, he being liable to delay *only* in receipt of the purchase money, but all the labor and vexation of watching being with the Ryot, who has no interest whatever in it. - To obviate this necessity I have taken into consideration the utility of the granaries erected in Ramnad by the Manager. - I have taken into consideration their first cost; if their plan could be improved; and the numbers required for the whole of the proprietor's share of an average year; and the most

Recommending erection of granaries.-

convenient

convenient spots for their location. The numbers required for the average quantity of the proprietors share throughout the estate are 272; the expense of each will be from 70 ad 300 [illegible]; and I strongly urge the Board's sanction for erection of one moiety immediately, and, if the estate remains under assumption, another fourth can be afterwards sanctioned, as a protection and relief for the Ryot; for I fear no Zemindar will enter on such an outlay of his own free will, but on this subject I will address the Board in a separate letter with plan & estimates in the Department of Public Works.

7. The share of produce and money tax has been collected on the same principles as usual, and as in last year, with exception that in the 9 talooks where the share of straw was formerly received in kind a commutation has been made for money since the first year of the assumption; the rate of receiving at four bundles per chey remains unaltered, but straw being plentiful and cheap it has been deemed equitable to reduce the commutation from 2 & 3 fs for 4 bundles to 1 double fanam, and I am inclined to think this may hereafter be adopted for a permanent standard. — No variation in settlement except commutation of for share of straw

8. Since commencement of the tank repairs in fusly 1240 many emigrant cultivators have returned, but scarcely any thing having been yet done for the smaller tanks, out of respect to the opinion of the Civil Engineer though at variance with my own, many may yet be expected, as in my estimates submitted for the ensuing year a fair proportion of these are included. — Return of emigrants in consequence of repair of tanks

The Pottah Ryots were in fusly 1240 — Residents 20507; non-residents

non-residents 8350; total 20965.– In the year under report there are Residents 22965.– non-residents 10079, Total 33044; or, an increase of 4979– The amount laid out in Mucammut works from the assumption to the present time is Rupees 90567.–

Mucammut Expenditure since Fusly 1247.–

9– The following table exhibits the settlement for the year under report in comparison with that of Fusly 1240.–

Items		Fusly 1240	Fusly 1249	Increase	Decrease
Nunjay	In Kind	261685 2 ..	296240 15 4	34563 12 5	
	In money	8433 14 2	10079 10 2	1645 12 ..	
Nunjay Malo Punjay	In Kind	21163 14 9	19790 13 9		1365 1 ..
	In money	706 .. 11	294 5 5		411 11 6
Punjay	In Kind	1917 11 6	1664 2 6		253 9 ..
	In money	29982 15 10	33518 14 11	3535 15 1	
	In Garden	3606 9 3	3416 15 2		189 10 1
Ready money Collections	Land straw & fish	22105 .. 2	25930 12 5	3825 12 3	
	Village rents	10287 15 9	9662 15 9		625
Devastanum, Chettrum & Dhurmasanum Quit rent		63073 1 2	63734 6 7	661 5 5	
Peshkush of petty pollums		12643 0 ..	12643 0 ..		
Chank rent		560	704	144	
Chay root rent		15	16	1	
		436260 14 5	477713 0 ..	44377 9 2	2924 15 7
Deduct decrease				2924 15 7	
Net Increase				41452 9 7	
Average of last 5 years from Fusly 1244 to 1248			362963 12 10		
Increase in the present			114749 11 2	or 31 9 10 per Cent	

The

10.— The Nunjah land paying in kind comprised 26709 Cheys 516 Corrookums; leaving a residue for settlement of 24751 Cheys 240 Corrookums after deduction of Manium and land that failed to yield produce, being an increase over the cultivated land of fusly 1248 of 4142 Cheys and a decrease of only 270 Corrookums.— Settlement of Nunjah land paying in kind

11.— The gross produce of the above land was 559003 Callums of grain; and the Proprietor's share 274799 Culls, being an increase above his portion in fusly 1248 of Callums 87741.— The produce is greater than in any previous year of the assumption; and, as shewn in para 4, the productive power of the land has also been greater.— This is the first year of the abolition of the "Pillai Thoondoo" and the average return of each chey being an increase in comparison with the previous fuslies encourages me to continue to believe the measure a very advantageous one.— Greater productive of the land

Fuslies	Average return of produce per chey Culls.	M.	M.
1246	17	2	4 1/16
1247	19	9	4 13/16
1248	10	3	3 1/2
1249	22	6	2 1/8

12.— With so large an increase of grain accruing to the proprietor, I regret to say its low value prevents me exhibiting a proportionally high money settlement.— At the average sale rate of Decrease value of grain

Rupees

Rupees 1-1-2 $\frac{15\frac{1}{2}}{16}$ it has given but Rupees 296240; which shews an increase over fusly 1240 of only Rupees 34563:- The whole of the grain has been disposed of viz:- 00,053 Culls by retail sale, and the re=maining 193945 Culls by wholesale, at public outcry, to the Keelacarai Marcoyers;- the Nattoocotay Chetties, and in two talooks to other merchants but not belonging to the two first well known classes.- The known res=pectability of all leaves me without any fear for the realization of what remains due from them; even at their low rate of purchase they have hitherto been losers, and unless the present monsoon fails their loss will continue and increase, for the low value of grain in other districts prevents them venturing on the usual Exportation by sea:- and I am sorry to hear the Meerassy cultivators of Tanjore and Trichinopoly have much of their produce left unsold on hand:-

13- The following abstract Exhibits at one view the increase by cultivation & increased productive power, and the deficiency of profit by decrease in value of grain.-

		Increase			Decrease
Runjah settle-ment in fusly 1240	Do. in 1249	By cultivation	By increased productive power	Total	By price
261685-2-11	296248-15-4	49951-5-0	44621-0-0	94572-4-[illegible]	60008-7-7
		19 1/16 per Ct.	17 1/16	36 1/8 per ct.	22 3/4 per ct.
Net increase	- - - -	- - - -	- - - -	34563 or 13 1/4 per ct.	

14- There is but little irrigated land paying

in

in money – the increase under this head is only Rs 1645. – Money paying Nunj[ah]

15. – There was an increase of Chys 1069 cultivated with Nunjeh Mel punjah, paying in kind, but from the low price of the produce there is a decrease in the settlement of Rupees 1365, and there is a decrease of Rupees 491 from land thus cultivated paying in money in consequence of a portion of it being this year cultivated with paddy. –

Nunjah Mel punjah paying in kind

In money

16. – In the Punjah paying in kind there was an increase of cultivation, but from the decreased value of grain the settlement is less by Rupees 253. – In money paying Poonjah the settlement exhibits an increase of Rupees 3532, arising from extended cultivation, the consequence of favorable rain and the return of Emigrants. –

Punjah paying in kind

In money

17. – The Poonjah garden land exhibits a decreased settlement of Rupees 109, chiefly in [illegible] where the cultivation depended upon the falling rain; and not on wells; no rain fell in December. –

Punjah garden

18. – The Sornadayem increase of Rupees 3825 is considerable, and is chiefly from the land tax on increased wet cultivation; and from fish tax consequent on improved tanks. –

Sornadayem

The decrease of Rupees 625 in the rent of Pullatoor and 19 other villages is consequent on the takers being unwilling to give more. – It was a fair rent. –

Rented Villages

19. – The increase of Rupees 661 under the head of

Poroopoo

Poroopoo — Poroopoo is chiefly from the increasing rate of the Dhurmasanum Cowles granted by the Ex-Zemindar-

Peshkush — 20.- The Peshkush is unvarying at Rs. 12643-0-0

Chanks — 21.- The Chank rent shews the small increase of Rupees 144.-

Chy root — 22.- And the Chay root rent that of a single rupee.-

23.- The settlement then consists of the price of

grain to amount of Rupees.-	317711-15-7
Ready money taxes	160001-0-5
Total	477713-0-"

24.- Having thus shewn the settlement in detail I proceed to shew how far it has been realized-

Collection and Balance

Settlement	477713-0-"
Collections up to 11th July	310976-0-"
Balance at the end of the Fusly	166737-"-"
Collections up to end of October	41817-1-"
	124919-15-"
Of which there is due from the whole sale purchasers	123435-7-3
From ryots paying tax	457-0-1
Nominal assessment to be left in the accounts but which there is no intention ever to collect	1026-15-0
Total	124919-15-"

Wholesale purchasers — The time given to the whole-sale purchasers has expired- but from the small demand for grain they have not yet removed their purchases in full from the villages- it

it is not desirable to press them urgently for pay=
=ment at present, but the proper moment will not
be overlooked, and there is no fear of their failing
to pay in reasonable time.- The arrears due from
Ryots for Fusly 1240 is utterly irrecoverable; it
amounts to ——————————— Rupees 2195..4-6

The nominal balance is ———		1243-5-3.
The value of proprietor's grain destroyed by accidental fire is - - - -		54-15-10
Wastage ———————	83 1 11	
Chaff and refuse ———	49 15 11	
Loss on resales under Amany - -	34 3 11	
Bad grain rejected by the whole sale purchaser and resold at proprietor's loss ———	580 5 7	747 11 4
Poorooppoo balance that there is no present means of recovering ———		149 4 1
		2195 4 6

and I beg sanction for writing off this irrecoverable ba=
=lance of Rupees 2046..-5 from the accounts.- Sanction requ[illegible]

25.- The settlement of the proprietor's private
Meerasi lands, explained in the 12th para: of my last Fusly 1249
year's report, is Rupees 2030.9-6 in excess of Fusly 13561. 5 [illegible]
1240, and will be found included in the extra reve= Fusly 1248
=nue of the estate.- 10730-11-7

26.- By the Account Current for the Fusly

under

under report, and up to the End of October, there will appear in the treasury belonging to the Estate - 57985-7-9
Due from the whole-sale grain purchasers &ca 123892-15-4

Total 175870-7-1

All which shall in due time, or times, be remitted to the Register of the Sud. Udalut for purchase of Promissory notes in the Bengal Loan, in his name for the benefit of the future successful claimant to the estate.-

27- During the three full years the estate has been under my management there has been realized

Charges

Current peshkush in full	787500. 0. 0.	
Arrears of Peshkush	190271. 6. 11.	
Expenditure for establishment sadderwared &ca	124986. 15. 10.	
Expenditure on tank repairs including building of 7 new cutcherries	90567. 1. 3.	
	1193325. 0	
The receipts during the same period have been.-		
For current Revenue	1169552 8 6.	
Arrears	15365 0 0.	
Extra revenue	1981. 2 2.	
Payment in lieu of Motirpha	1584. 0. 6.	1216350. 3. 2.
Balance due to the Estate		23024. 11. 2.
In deposit up to July 1040	23024. 4. 2	
Recd. up to Octr 1040 on account of fusly 1249	28960 12. 7.	
	51985. 7. 9.	
Net balance uncollected, due to the estate for 1249, exclusive of nominal balance		123892 - 15 - 4

201.- In abstract A, herewith forwarded of the Shevaganga Devastanums and Chetrem settlement, will be found an increase of Rupees 13512 over that of fusly 1240; From the surplus assets the tanks, channels and buildings themselves have been, to great extent, put into a state of repair; economy, regularity and appropriate attendance have been introduced into the different institutions; the necessary funds are supplied always within time, and the people begin to obtain the full benefits of the charitable institutions.- The Board have shewn why they do not think my head Sheristadar, Sashagherry Rao, is entitled to any pecuniary remuneration for his vigilance and unwearied and skilfully directed attention to this estate.- I feel my self the more bound therefore to give him the praise I think is his due in hopes that some time or other he may gain that pecuniary reward which I have yet so unsuccessfully advocated.-

Devastanums & Chetrems

Head Sheristadar

Madura
31st October 1840

(Signed) J. Blackburne
Princl. Collector

No. 105

To The Secretary to the Board of Revenue
Fort St. George

Sir,

The Polliam of Coorsipetty, consisting of 10

Aur

Ain and 1 Devastanum villages, is liable to a Peshkush of Rupees 2041.15.0, to the assumed Zemindary of Shevagunga; and its annual settlement does not exceed Rupees 4000:- The wife of the Polligar, by whom he has one son, an infant 4 Months old, has represented him to be deranged to an extent disabling from the conduct of his own affairs, and prays to be entrusted with the management herself. From what I hear, and from his conduct in my office, I am inclined to agree fully in the polligars incapacity, which I trust may prove only temporary, as it is of recent standing; but I do not think the wife is fit to be entrusted with the charge, and have therefore the honor to beg the Board's permission to assume it for a season, according to the state of health of the Polligar, and to enable me to administer it to sanction the employ of a small establishment at the rate of 21 rupees per mensem, paying the net proceeds for the due maintenance of the Polligar, his wife & child.

Madura } (Signed) J. Blackburne
12th November 1840 } Princl. Collr.

No. 117

To. The Secretary to the Board of Revenue
Fort St. George

Sir,

I hasten to offer the explanations called for in the Board's proceedings on the settlement of Shevagunga for fusly 1240, dated the 23d Ultimo, and received on the 5th Instant, and I rejoice the report has met their approbation generally.-

The

2 The settlement of the Ex Zemindar's private lands was Rupees 10655.10.5, but the collections up to the end of the fusly amounted only to Rupees 5064.14.7 — The balance was collected in the following fusly with exception of Rupees 602.1.7 which is the difference between the anticipated value of the grain and its actual sale price, and which still remains as a balance in the accounts —

The amount of Rupees 9303.4.5, noticed by the Board, is not confined to this item, but comprises also fines &ca as hereunder particularized viz —

1st Colkreyam or private lands	5064.14.7
2d Poroopoo or quit rent of New Cowle Dhermasanem lands for fusly 1246	2752.0.9
3d Gain by the sale of grain exceeding its estimate	1097.6.5
4th Revenue fines	473.4.0
5th Double tax and collection on account of discovery of concealed cultivation	417.3.11
6th Pay not disbursed to dismissed servants by reason of their neglect to demand it	441.9.5
7th Recoveries of advances for Maramut made by the Ex Zemindar	12.1.0
8th Extra collections made by the village servants; but afterwards paid back on my own authority to the Ryots	[illegible] 12.4

3. — In explanation of the apparent non-cordance of the No. of villages and with these shewn in the statements of the preceding fusly I hope the subjoined

abstract

abstract may suffice –

Villages as per settlement of 1247	0113 3/4/16
Add increase in fusly 1240, Granted in Dhurmasanem by the Ex-Zemindar, and assumed under instructions from the Sud. Adalut	25 1/8
Rented in 1247, under management in 1240	4
New Cowle Dhurmasanem relinquished	1
	0141 53/4/16
Deduct a Seeradhem or service maniem village, restored in 1248	1
	0140 53/4/16

4 – In the preceding para: I have shewn how one New Cowle Dhurmasanem village has been reincorporated with the Ain on the written consent of the holder. In the same way 17 gendeils or ponds with the small amount of land under them were relinquished by the holders. But as three or more gendeils, originally in the same hamlet, were given in Cowle by the Ex-Zemindar, they became entered as separate hamlets, but when relinquished returned to their former places as only a portion of a hamlet, and consequently do not appear in the account of increase:. Eleven Hamlets have never been surveyed, and are in fact disputed boundaries, as shewn generally in the 14th para of my report of the 20th October 1039, which has elicited the present proceedings of the Board:. One hamlet has been released from the Cowle Kryam attachment, and one was not included in the account of fusly 1246, because the tax had not then been fixed upon it. This

accounts

accounts for the net decrease of 26 Cowle keyar hamlets noticed by the Board.

And as regards the decreased assessment of Rupees 335. 14. 2 it is as follows.

In the 17 Yendul lands, supposed hamlets	380. 11. 10	
The 11 hamlets, being disputed boundaries	152. 12. 5	
	533. 0. 3	
Deduct increase found on Measurement	170. 13. 11	
Porosoo of the one hamlet reincorporated with Ain	10. 10. 9	
Profit on exchange of coins	0. 1. 0	197. 10. 1
	Net decrease	335. 14. 2

Madura
8th December 1840 }

(Signed) J. Blackburne
Princl. Collr.

No. 20

To The Secretary to the Board of Revenue
Fort St. George

Sir

On the assumption of Shevagunga many persons claimed heriditary payments as granted them from time immemorial, or recently, by different Zemindars. As long as any arrears were due to Government I had no hesitation in declining all, for I had not then leisure to examine the merits of each case, and believed most of them ought to be assumed under any circumstances; but some of them had been enjoyed by the incumbents without interruption from a long time back and had not even been interrupted on temporary assumption for arrears.

I

I have now the honor to submit a list of four of this latter class, enjoying from Fusly 1211 to 1246; and as there is no longer any balance against the estate I beg the Board's permission not only to resume the annual payments to the former incumbents, but also to pay them the arrears that has accrued from Fusly 1247 to 1250, being 3½ years, and amounting to Rupees 662-0-0, from the assets of the estate to the credit of which it had been carried —

Madura }
11th February 1841 }

(Signed) J. Blackburne
Princl. Collector

List of persons employed in the Palace of the Zemindar of Shivagunga to recite his presides and offer prayers &ca for his prosperity and that of the estate, & to recite the Vedas, Shastras and the Ramayana, upon annual money payments from the Dhurmasanum funds of the Zemindary —

Names	Amount per Annum Rs	a	p	Remarks
Naga Narraina Jota Vallaber of Kullvayel	43	12	..	Hereditary payment continued from time immemorial but discontinued since the last assumption of the Zemindary —
Ramasawmy Theetchadur of Thirathacoody	43	12	..	
Kristnavadanee of Valachairy	43	12	..	
Soondraiswan Sastry of Thirokastyoor	43	12	..	
Total Rupees	175	..	..	

Madura 11th February 1841

(Signed) J. Blackburne
Princl. Collector

No. 22

To

The Secretary to the Board of Revenue

Fort St. George.

Sir,

1.- In reference to my letter of the 3rd Instt. I beg leave to submit the following draft of answer to Suit No. 432 of 1840 on the file of the Zillah Court, and beg permission to be allowed to defend it at the charge of the Shevagunga Zemindary.-

Plaintiff sues for enjoyment of tax of certain trees growing on a piece of land granted in Maniums to Nuttud Sahib's mosque in Oomayandapooram, talook of Amaraouty in Shivagunga; of which he pretends to have acquired the right by purchase in the years Jaya and Doormookee or in 1835 & 1836; and for the recovery of Rupees 42. 14. 11 the amount of the annual tax from that period.-

By the Istimrar accounts of Fusly 1211, 2 Culls of seed land in the village of Oomayandapooram was alienated to Nuttud Sahib's mosque on payment of an annual quit rent of 12¼ double fanams / Rupees 1. Anas 14 Pice 6/.- And to this amount even plaintiff can have no claim, because any purchase or acquisition made of it by him in 1835 & 36 is clearly null and void under the provisions of Regulation VII of 1817.

Plaintiff pretends that the Faquirs, in whose charge the mosque was, procured the consent of the then Zemindar, Gowry Vallabha Paria Odia Thaver, to be satisfied with the tax of 2 out of 5 Cullums of seed land, & in commutation of the land tax

on the other 3 Culls of seed land, the tree tax only was to be levied: and such he says was long the practise, which continued even two years after he acquired the land.- He further states that on the 11th December 1837 he obtained the Ex-Zemindar's written consent to remission in full of the tree tax on payment of the land tax on the whole 5 Culls of seed land.- Now as the Zemindary was assumed by the 1st Defendant (the Collr) on the 9th May 1837, the latter part of the claim is on plaintiffs own shewing void of grounds, because no act of the Ex-Zemindar could have effect after the assump-tion.- And in addition the Sudr Udalut ruled under date the 5th March 1838 that no validity could be acknowledged to alienations made by the Ex-Zemindar.-

The amount of tree tax was not incorporated with the Ain revenues by Gowry Vallabha Paria Udia Thaver, as stated by the Pltff- nor has it now been newly brought to that head by the 1st Defendant since the assumption- but has been so entered in the accounts ever since fusly 1211.-

2. Till the points to be proved are given by the Judge it is needless to submit the titles of the documents or names of witnesses by whom I propose to substanti-ate the answer.-

3. It may be proper to mention here for the Boards information that till furnished with a copy of the plaint in question I was not aware that the holder of the Maniem land paid a tax upon them other than the quit rent of 12¼ fan:.- He seems to have designedly kept this from my observation in

order

order to give a color to his complaint, and I only now learn the particulars on the enquiry of the Devas-tanom Tasildar who was till now as uninformed on the subject as myself. An order will be issued to repay to the Plaintiff the over collection; And as soon as the case is disposed of in the Zillah Court I purpose taking steps to restore the 2 Cally of seed land (Maniem) to the purpose for which it was originally granted i.e to recover it from the Hindu and restore it to the Mussulman.—

Madura } (Signed) J. Blackburne
12th February 1841 } Principal Collector

No 121

To

The Acting Civil Engineer 6th Division
Sir, Tinnevelly

I have the honor to forward a Statement of Ordinary works performed to the Tanks and water-courses in the Assumed Zemindary of Shevagunga for the year 1840 together with an Abstract & a Memorandum of Subbendy charges incurred on that account, & I request you will be good enough to procure me the necessary Sanction for Rupees 32742-14-8. — (Signed) J Blackburne

Madura Meyloor } Principal Collector
27th March 1841 } No 42

To The Secretary to the Board of Revenue
Sir, Fort St George

With reference to endorsement on petition No 477 of 1840 received with your letter of the 5th on the 19th Instant, I have the honor to report that the village of Tookal, claimed by petitioners, was granted in Surva maniom to their ancestors by Sesavurna Pareya Odia Tever, one of the Zemindars of Sheva-
gunga

52 113

-gunga, a long time ago, for their support as watchers at the gate of the palace, and enjoyed accordingly till fusly 1220; and subsequently a poroopoo or quit rent of 10 fanams per Cullum seed land was fixed, and paid till fusly 1241 by the petitioners. In fusly 42 the Zemindary was assumed and as the village in question, given by the Zemindar in fusly 25 was entered in the Istemirar accounts as Inam, it was also included in the assump-tion. Some months afterwards Boadagooroosawmy Pareya Oria Taver the Ex Zemindar lately deceased addressed my predecessor Mr. Viveash requesting restoration of the village to the petitioners on score of long possession which was assented to on the 30th December 1832, and petitioners continued in enjoyment till fusly 44 when neglecting to attend to the duty for which the village had been given them the same Ex Zemindar reassumed it.

The Petitioners addressed me on the subject and were answered by endorsement, on the 2d April 1830 that the Zemindar having refused to restore the vil-lage, and being in possession of it when I assumed the Zemindary in May 1837 I saw no reason to a-bandon it to them.

Madura 23d April 1841 (Signed) C Blackburne
P.C. Mr.

No 52

To the Secretary to the Board of Revenue
Fort St. George

Sir

In reference to the Min: of Con: of the 9th January 1835 I have the honor to request the Board's instructions if interest is to be collected on the balance of Rupees 190,271 for fusly 1246, on account of which the Shevagunga Estate was sequestered at the end of that fusly the balance had accrued partly from bad season and partly from the late Ex-Zemindar's extravagance and want of control over

over his servants; and was recovered in the following fusly

Settlement of

Fusly 1244	297,080
45	360,046
46	295301
Under assumption	
47	426,130
48	436260
49	477713

Madura Theroopavanom } (Signed) J. Blackburne
12th June 1841 } Collr.

No. 65

To the Secretary to the Board of Revenue

Sir, Fort St. George

In answer to your letter of the 19th Instant I have the honor to state that the Petitioner is in possession of the original deed of Sale for the land he claims, executed by the Inhabitants of the village to Gowry Vullaba Peria Odia Taver, late Zemindar of Shevagunga, and is also in the enjoyment of the land; but as in reference to the order he stated to have been given him by the said Zemindar in relinquishing the land to him it was signed Chokalingum Toonay (literally assistance of a deity of that name) and the petitioner alleged it had been written, by order of the Zemindar, by one of his Sumpradies, Chokalingumpillay, which was, however, contradicted by two Goomastahs of the Zemindary now in my office and formerly in the Service of the Zemindar, adding, that the order in question had been passed by Moottoovadooga Taver, father of the late Ex-Zemindar, I held the written authority suspicious, & maintained the Zemindar's right to Swamibogum on

58 115

On reference to the accounts received from the Zemindar's Cutcherry no Swamibogum appears to have been paid since the alleged alienation of the land I have therefore directed the Ameen not to collect any Swamibogum till receipt of further instructions from the Board. the Petition is herewith returned Madura 31st July 1841. (Signed) J. Blackburne

P. Collr.

No.

To the Secretary to the Board of Revenue.

Fort St George

Sir

1. In explanation of the settlement of Shevagunga Zemindary for fusly 1250 (A.D. 1840/41) I have the honor to forward the following statements.

1 Abstract of Settlement

2 Detail

3 Average price of Grains

4 Demand Collection & Balance

5 Account Current.

Season

2. Rain fell in abundance for the punjah cultivation in July & August and it was carried to its full extent; but that extent is small in comparison with the Nunjah lands. For the Nunjah cultivation water was very insufficient but from the partial falls of October & November the Cultivation of the coarser kinds of paddy requiring only three months to attain maturity was carried in addition to a small quantity of the former as far as it could be yet from want of after rain much withered & generally the rest gave very small returns. In the preceding year there were only 897 (1 Chey = 1 5/16 Cawney) in which the crop was lost from drought. In the year under report there is an entire loss in 1652 cheys. In the five

talooks - depending principally upon the waters of the Vighey there is also much difficiency that ever gave only one supply which was exhausted by the numerous receivers long before it reached the end of its usual course in Shevagunga and as I have before reported no water at all was left for the lands of Ramnad situated further to the South East. The four talooks most favored in Sheva-gunga were Theroopavanom, receiving the first portion of the Vighey water after its entrance into the Zemindary. - Awoor Vuttagay Thiroopa toor bording on the Government talook of Meyloor which I have formerly shewn to have been most particularly favored with rain and Thiroova gum partly approaching to the east & bordered by Tanjore: - In the nunjah talooks the small quantity of crop that was saved from perish-ing must be attributed to the efficient repairs of the tanks recently made as may be ap-parent by inspection of the village accounts but the first fresh was insufficient to fill them & there was no second one to renew the supply with exception of the four talookes abovenamed the rest ten in number, suffered most extensively. In fusly 1249 the total Nunjah cultivation amounted to 27163 Cheys; in the present it did not exceed 23354 Cheys; thus giving a decrease of 3809 cheys. - The proprietors share of paddy in 1249 was 274799 Cullums: in the fusly under report it is only 197331 Cullums. Nunjah Produce

3. Tho' the cultivators have suffered much there is no such appearance of poverty and distress as was but too apparent when the

estate was first sequestered and the extremely improved state of the police and watchful care to secure the inhabitants from oppression and to prevent them going to plunder in neighbouring districts seems to have prevented the extensive temporary emigration I should otherwise have apprehended. – The high price of labor and inability to till their own lands has caused some small portion of the people to seek employ in the coffee gardens of Ceylon and for clearing the land and some who have returned, satisfied with their hire, report the employment one of a feverish nature which had induced them to abandon it. From the subjoined statistical abstract some judgement may be formed of the state of improvement in the estate since Fusly 1247 – the first full year of sequestrate

	Fusly 1247	F. 1249	F. 1250
Ploughs	19953	22631	22737
Resident Ryots	17912	22965	23231
Non resident Ryots	6663	10879	10862
Bullocks cows calves	55882	65455	66703
Male & female Buffaloes	25469	22184	22225
Sheep	79864	105694	109399

4. The scrutiny of the settlement accounts &c. commenced on the 5th August & was conducted in four centrical stations of the Estate till its completion on the 15th Instant on the same principles as in last year – principally on receipts in kind, to small extent in money and fixed grain payments. The Ryotwar settlement accounts has this year been prepared in detail and will be of use hereafter for reference; and in each Talook has been inserted each Ryots seperate cultivation and the names of his

his fields are entered.—

5 Notwithstanding the unfavorable season frauds in the returns of cultivation estimates and out turn of the produce, have been few: There have only been three convictions during the year under Regulation IX of 1822 the previous average was seventeen; this Regulation seems of great power and advantage in a Collectorate where the revenue is received in kind:— From the abolition of the Pillar Shroudoo the expediting of the reaping threshing and division of produce; & from the promptitude and severity with which frauds were punished and petty abuses and malpractices discountenanced and extreme improvement in the means of irrigation and of communication by the high roads and state of security from the vigilance of the police the prosperity of this estate is great and apparent, and during my tour of settlement the complaints have been few, trivial and open to redress by the talook authorities had the parties addressed them. Where the rice crop failed there was of course no share for the proprietor: where the dry land crops failed I remitted the tax in full.—

6 Below is shewn the abstract settlement in comparison with the preceding fusly.

Items		Fusly 1249 Rs.	as.	p.	Fusly 1250 Rs.	as.	p.	Increase Rs.	as.	p.	Decrease Rs.	as.	p.
Nunjah	In Kind	296248	15	4	173496	2	1	..	..	..	122752	13	3
	In money	10079	10	2	9220	15	6	..	..		858	10	8
Nunjah	In Kind	19798	13	9	16189	7	10	..	..	..	3609	5	11
nail Punjah	In money	294	5	5	918	8	0	624	2	7	..	..	..

Punjah	In Kind	1664.2.6.	1762.4.7.	98.2.1.	.. ..
	In money	33518.14.11	34889.6.4.	1370.7.5	.. ..
	Garden	3416.15.2	3797.9.5	330.10.3	.. ..
Ready money	Land Straw and fish	25930.12.5.	21610.2.5	.. ..	4320.10.
collections	Village rents	9662.15.9	9000.0.0	.. ..	662.15.9
Davustanum Chettrum & Dhormasanum Quit rent		63734.6.7	64088.12.3.	354.5.4	.. ..
Pishkush of petty Pollums		12643.8.0	12643.8.0	.. ..	.. ..
Chank rent		704.0.0	2007.0.0	1303	.. ..
Cheyroot rent		16.0.0	17.8.	1.8.0	.. ..
Total		47713.8.0.	349641.4.5.	4132.4.0.	132204.7.

Deduct Increase —— 4132.4.0

Net Decrease —— 128072.3.7

Per centage of Decrease —— 26.13.0

Average of five years from F.1245 to 1249. 399130.5.10

Decrease & Percentage of decrease below the 5 years average } —— 49441.1.5. @ 12½ per Cent

The above abstract exhibits a gross decrease of 26 Rs. 13/16 Annas per cent on the whole estate but the decrease in the Thiroovagumputty talook does not exceed 4¾ per cent whilst in Partapanellor the decrease is no less than 59¼ per cent the causes of which I have already shown in the 2d. Paragraph — And the settlement of the current year only falls short of the average of the last five years by 12½ per Cent. —

7 It usually happens that in years of scarcity the price of grain increases so much as to keep the revenue at par, but in the one under report we have had to contend in a pretty nearly equal degree with both short produce & low price in consequence of abundant produce in the rich country of Tanjore & in Trichinopoly.

This

This state of things seriously affected the disposal of the proprietor's share; and to add to the difficulty the grain to be sold was, for reasons above shewn, of that coarse kind ill adapted for preservation in store. — The losses of former years and apprehensions for the future prevented the competition of the liberal contractors, the Mattoocotay Chitties; and with exception of two of the Marcayers of Keelacurray the produce has been sold to merchants of much inferior capital and enterprize; but I am happy to think that they are at least secured from loss for the present by the continued holding off of the usual rains of August & September

The average price of last years paddy was per Cullum Rs. 1. 1. 2 5/16; In the year under report it has attained only Anas 14.0.13/16; being a decrease of Rs. 3. 2 1/8 per Cullum. —

8 The following abstract exhibits at one view the decrease in the Nunjah Settlement by cultivation by produce and by price as compared with the preceeding year

Nunjah Settlement

Fusly 1249	Fusly 1250	By Cultivation	per cent	By produce	per cent	By price per [cent]	
296248.15.4	173496 2.1	41438.1.9	13 10½/16	43098.13.6	14 3¾/16	39215.15.0	13 3¾/..
				Total	–	1,22752.13.3 11/16	

The average produce per chey in the year under report is only Cullums 18 Ms. 3 Ms. 3 3/4 whereas in the preceding one it was Cullums 22.6.2 1/16 or a decrease of Cullums 4-2-4 5/16 per chey.

In the nunjah paying a money tax there is a decrease of Rupees 858-10-8 owing to less cultivation

The decrease of Rupees 3,009-5-11 in Nunjah mail punjah paying in kind is consequent on the low price, In all other

Items of Punjah produce are an increase for the reasons shewn in para 2

The decrease of Rupees 4320-10.0 in the land & Straw tax is dependent on decrease Nunjah cultivation.

The village rents are less by Rs. 662-15.9 in consequence of there being no acceptable offer for the rent of one, and because of the renter relinquishing his engagement in a second.

There is a net increase of Rs. 354.5. under the head of Dhormasanum Quit rents principally from the progressing increase of the Cowle tax viz

Profit by progressive increase of Cowle tax ——— 557 10.10

Deduct tax on Cowle surrendered lands — 203. 5.2

Net Increase 354. 5.8

Peshkush of the petty pollums remains unvaried.

The increase of Rs. 1313 in the chank rent is owing to the to be regretted competition between the two brother Marcayers viz Versay Ibrahim & Nuttha Vunah Marcayer: both very respectable merchants.

There is an increase of ½ Rupee in the Chey root rent the total decrease in the settlement of the land amounting to 33 per cent is reduced when the fixed Poroopoo and other ready money collections are added to 26 13/16 per Cent.

9. Having thus explained the states of the demand I will proceed to shew that of the collection and balance.

Demand Settlement ——— 349641.4.5

collect

Collection up to end of the fusly — 243863.1.5 Collection

Do from 12 July to end of Septr — 51130.1.3 294993.2.8

Balance due on 1st October — 54648.1.9

Of this Rupees 52525-1-11 is the value of grain due from purchasers which will be collected within two months; The remainder on account of ready money collections is Rupees 2122-15-10 being Rupees 1127-13-3, nominal Rs 297-8-0 and irrecoverable being quit rent of villages which have had no produce during the year and the balance of Rupees 697-10-7 will be collected within the next month. Balance

10 The whole recoverable balance of fusly 1249 has been duly realized; but I beg permission to write off from the accounts the following sums Sanction required for writing off irrecoverable balances of fusly 1249

Nominal balance — 1026.15.8

Quit rent of temporarily impoverished villages 97.9.8

Grain wastage & consumed by fire — 532.12.9

1657.6.1

11 By the account current for the fusly under report and up to the end of this month of September there will appear a deposit balance in the treasury in favor of the estate to amount of Rupees 49739-7-5 to which may be added one Lac remitted last year to the Sudr Court interest for the successful claimant, making a total of Rupees 149739-7-5 in favor of the estate.

12 During my management of the estate from the 8th May 1837 to the end of last fusly (11th July 1841) there has been realized on account of

Current & arrears — 1595600.6.5

Extra sources of Revenue — 47066.5.1

Mutursoha (repaid from Govt treasury in arrears — 23168.1.0

Total — 1665834.12.6

Charges

Establishment	131938.3.5
Sauderwared	4233.0.6
Advance of Sauderwared	220.0.0
Extra Servants	5936.7.11
Batta to Servants	496.12.0
New Cucherries	2752.10.6
Repairs of Granaries	19.0.8
Measuring Chains	66.12.1
do. Rods	1.8.0
Measures	28.0.0
Boards to heap paddy	1.9.8
Peons badges	7.13.6
Excess collections repaid	184.10.3
Quitrent of a bungalow in Cot. land	68.4.4
Devastanom or Pagoda charges	609.7.8
Bramins reciting the Vedas	665.7.8
Penalties transferred to the Govt. credit	392.15.0
Land charges	5.8.6
Tank repairs in Zemindars private cultivation	327.10.4
Tank Repairs	137911.14.2
Road Repairs	6067.12.0
Allowance to Angoo Moottoo Nachyar	1500.0.0
Commission to Govt. for their trouble	16572.4.11
Peshkush current & arrears	1249080.0.0
A surplus remitted to Sudr Udalut	10,000.0.0
	1,658,997.13.1
Assets as shewn above	1,665,834.12.6
Balance in the treasury on 11th July 1841	6836.15.5

13 The settlement of the Zemindaree private Lands amounts in the year under report to only Rupees 7550-9-3; being a decrease of Rupees 5964-9-8 between the settlement of the preceeding fusly & attributable solely to the

to the unfavorable state of season for the wet land.

14 The exertions and ability of my Sherishtadar Sashagherry Rao, have been more especially conspicuous and serviceable to me than usual; and I am sorry that a higher settlement has not enabled me to give a more palpable proof of it for the satisfaction of the Board and of Government

Madura 30th September 1841 (Signed) J. Blackburne
Desp. 8th Octr. 1841 P Coll.

No. 333

To the Civil Engineer 8th Division
Sir, Madura

In reference to my letters of the 21st, 28th & 30th Ultimo I have the honor to bring to your notice another work for consideration which I before omitted.

In 1839 Mr. Francis's estimate for 12 miles of road No. 11, from Thricustpoor to Sholapoorum, between Thiroopatoor & Shevagunga, was excluded from my Estimates for the following year, on supposition I had selected a shorter & less expensive route. Having reason to think myself mistaken I adopted it & it was sanctioned for the following, or current year, Viz 1841; but it was still considered so important and insufficient by the Native executive Servants that I have been obliged to postpone the work till you or your Department have leisure to reconsider the two lines.

Madura 1st October 1841 (Signed) J. Blackburne

No. 368 62 125

To

The Secretary to the Board of Revenue in the Department of Public Works — Fort St. George

Sir, In the company's talooks it is customary to commence all ordinary tank repairs as soon as the season permits & to forward the estimates afterwards. The Board however have never conceded the same advantage to the assumed lands of Shevagunga. I have therefore the honor to submit direct, as the present Civil Engineer has never had an opportunity to enter into the Zemindary, an Abstract of works required to extent of Rupees 55,050-14-0; and request you will procure me sanction to commence all or any portion the Board may please to fix on the opening of the season.

Last year the Board sanctioned an outlay 25,000 Rupees of which work to amount of 22,000 was completed at the end of last month. Had the sanction been for 70,000 or 80,000 it is probable nine tenths would have been finished within the year.

Madura 1st Novr. 1841. (Signed) J. Bl. Khurm

To The Civil Engineer 8th Division

No. 387 Memo. — Madura

Finding by a letter just sent by Mr. Assistant Surveyor Meighan that he is ordered to proceed immediately by Shevagunga to Thiroopitton the Principal Collector suggests he should be detained till after Monday when a list can be given him of the many road Bridges or Tunnels destroyed, that he may not only enquire

to

to what their destruction is attributable, but also prepare careful estimates for their rebuilding where necessary.

The principal Collector also suggests he should be employed before departure in attending to the request contained in a Memo: of this date in taking levels for drainage at least of those Streets in which the material is collected, & where the execution has only been delayed in expectation of his passing through the town and his services being available.

Madura 13th Novr. 1841 (Signed) J. Blackburne P. C.

To

The Civil Engineer 8th Division.

No. 388. Madura

Memo:

In reference to a memo of the 13th Instant, the Principal Collector has the honor to forward copy of road bridge &ca destroyed between Shevagunga & Thiroopetoor on Road No. 11; and he is happy to find none have given away between this & Shevagunga on road No. 14.

The Principal Collector has also the honor to forward for perusal a list of similar damage reported on other roads for the information of the Civil Engineer, & requests he will procure him sanction for their being immediately rebuilt on such modification of plan or demension as he may suggest on the principles of Ordinary Murammut.

Madura (Signed) J. Blackburne
15th November 1841. P. C

No. 13.

The Secretary to the Board of Revenue.

Sir,

Fort St. George

In refference to my letter of the 16th instant I have the honor to request you will draw the Board's attention to a former one of the 7th July 1840; and obtain me their opinion if the village rated at 1717 Rupees a year, and given by the then Zemindar of Shivagunga to Shevagammy Nachyar, only daughter of the deposed Sathoopathy of Ramnad, should or should not now be resumed since carrying into effect the Government grant of 4½ villages, average revenue 1220 Rupees per annum for life: — The Board will bear in mind that the Shevagunga Zemindary is now under sequestration by order of the Sudr Udalut pending the appeal for its possession to Her Majesty in Council —

Madura
19th February 1842 — } (Signed) J. Blackburne
P.C.

No. 45.

The Secretary to the Board of Revenue

Sir,

Fort St. George

I have the honor to receive, on the 29th ultimo, your letter of the 7th idem, giving cover, amongst others, to Petition No. 300 of 1842, bearing your Deputy's Endorsement of the 14th April that I should report upon it.

Petitioner does not appear to have produced any endorsement from me — nor any copy of order from the Sudr Udalut —

I request you will be so good as to inform the Board I am not aware of having hesitated a single day to obey any order from those in authority over me without apprizing them of the reason, & I request you will be so good as to inform them, also

also, I have received no instruction of the kind alluded to from the Sudr Udalut. I received an application from the party dated the 10th August last with which I could not comply for reason of her sex, which renders her incapable of managing the affairs of the devastanom and Chettrams she claimed, superadded to the appeal about the Zemindary of Shevagunga to Her Majesty in council not having yet received a decision, & to this effect I passed an order in answer to her application on the 24th August last.

Madura } (Signed) J. Blackburne.
2d June 1842. } P.C.

No. 43.

To the Secretary to the Board of Revenue in the Department of Public Works. Fort St. George

Sir, I have the honor to forward a Statement of Works performed to the Tanks and Watercourses &ca in the assumed Zemindary of Shevagunga during the Year 1841, together with a Memo of Subbendy and Abstract for Rupees 25,582-7-4 which exceeds by Rupees 582-7-4 the sum authorized by the Board under date the 17th December 1840, which is duly explained.

Madura 31st May 1842 (Signed) J. Blackburne P.C.

No. 49.

To the Secretary to the Board of Revenue.
Fort St. George.

Sir,

In returning Petition No. 294 of 1842 & its inclosure, received on the 29th Ultimo, with your letter of the 9th idem I have the honor to inform you the Ameen of Yanamaiswaram, in whose talook the petitioner is resident, duly and immediately directed to deliver his former Petition to him, reports the absence of the man from

home, & his consequent inability to comply with the requisition - The Petition remains with the Ameen and will be disposed of in any way the Board think proper to direct. -

Madura Poodoocotayin Tondimans Country 11th June 1842 - { (Signed) J. Blackburne P. C.

No. 61

To the Secretary to the Board of Revenue
Sir, Fort St. George.

On the 29th Ultimo I had the honor to receive the Boards Proceedings of the 13th Idem in review of my report upon the Settlement of the Sheragunga Estate for fusly 1250, and in reference to Para 2 I beg to state that the originally erroneous insertion of Cheys 1371 was subsequently corrected to Cheys 1652 in my Office Copy, but I regret the correction of the Boards copy was omitted through oversight. -

The tax in full adverted to in Para 5 for which remission was granted on withered dry land crops paying in money, was Rupees 478.15.3 on Coorookums $821\frac{12\frac{3}{4}}{16}$ entered in Column 286 of Statement No. 2. -

Madura Pyfney 5th July 1842 { (Signed) J. Blackburne P. C.

No. 70

To the Secretary to the Board of Revenue
Department of Public Works. Fort St. George
Sir, The accumulated records of Sheragunga during the last five years occupy the largest room in the talook cucherry, which adjoins my own. - It can no longer be spared for the purpose. As there are no previous records of the estate their careful preservation is essential; & it is also essential they should

be near at hand for reference by myself. No eligible room offers itself for hire and I therefore have the honor to request sanction for payment of Rupees 402.2 - from the funds of the estate for erection of a record and tho' it will be impossible to make it over hereafter with the estate I cannot look upon it as an unreasonable charge -

Madura 18th July 1842. } Signed J. Blackburne, P. C.

No 100 -

To the Secretary to the Board of Revenue
Fort St George

Sir,

1 In explanation of the Settlement of the Sheragunga estate for fusly 1251 / A. D. 1841/42 / I have the honor to submit the following statements

1 Abstract of Settlement
2 Detail of Settlement
3 Average price of grain
4. Demand Collection & Balance.
5 Account Current.

2. The north east monsoon commenced on the 20th October and ceased about the end of November. It had been preceded by a fresh in the Vighey on the 12th October filled all the tanks dependent on it in the estate and their supply was kept up by repeated moderate renewed freshes more favorable than I have ever known and this portion of the estate benefited more in the year under report than it had suffered in the preceding one: - The increase of produce was great but from low prices the settlement does not exceed that of the preceding year by more than 4 1/10 per cent: - This is a great absence of profit to the proprietor but does not fall hard upon the Ryot in a Country where the taxes are, as here in main part paid in kind, and the country too was entirely free from any general or prevalent disease. Remission was in fusly 1250 granted on 1652 Cheys of irrigated land paying in Kind; - on 59 Cheys of

N. E. Monsoon
Fresh in the Vighey
State of season and results.
to proprietor
to the Ryots
Freedom from disease
Remission comparative

or to amount of 702 Rupees on irrigated land giving in money tax; and on Punjah land to amount of 475 Rupees, whereas in the year under report the decrease of remission had been under the two first heads, respectively on only 304 Cheys, & 11½ Cheys or to amount of 115 Rupees: but on the Punjah it has increased to 1542 Rupees. the remission was principally for flooded cultivation in beds of tanks.

Increase of cultivation of produce of fertility

3 In fusly 1250 the irrigated land under cultivation was 23354 Cheys, affording to the proprietor a share of 197331 Cullums of grain; In the year under report it amounted to 28693 Cheys, giving a share of 262851 Cullums. And whereas in fusly 1250 a Chey of land gave an average produce of only 18. 3. 3¾, in the year under report the average return was much as Cullums 20. 3. 0½.

Success of measures for prevention of fraud in the estimate of crops & outturn of produce

I am willing to believe the measures taken for that most anxious & difficult duty, the prevention of fraud in the estimate of crops and outturn of produce, have been crowned with success. It had hitherto been usual to appoint temporary servants to make the estimates and superintend the harvest, on completion of which they were thrown out of employ; & if convicted of neglect or connivance what power of punishment was there in me that should induce them to withstand an evil impulse? In the year under report I appointed the permanent village and Maganum Manaigars to this duty supplying their places with the temporary servants, giving them also the higher pay of overseers and promising promotion on occurrence of vacancies to such as were conspicuous for their activity and integrity and I have never ceased to inculcate that the prosperity of the Ryot is the profit of the proprietor and consequently the necessity to act with equal justice towards him and the proprietor. When the harvest was completed most of the Manaigars fell back into their permanent situations. Some have

been promoted as promised and to the remainder the promise will be fulfilled as vacancies occur, and I am happy to think the Managers trust to its fulfilment.

4 As ever hitherto my habit I made arrangements for the scrutiny of the settlement early in August immediately after despatch of my report on the Settlement of the Cos Unalienated talooks, but the Cholera was raging so generally and with such severity throughout the estate I felt it would not be just or wise to congregate the Cunsumes away from their houses. I postponed it therefore till near the end of the month & tho' the disease was still prevalent in various parts of the estate we were still, by the bounty of Providence free from it in the four centrical places where the assemblages were made. no variation took place from the principles of former years - viz adjustment of the demand in kind and to small extent in money and fixed grain rent. *Places period and mode of Settlement*

5 There has been no emigration from the estate for want of means of subsistence at it but the hope of ten rupees a month has induced many to a temporary retreat to cultivate coffee plantations in Ceylon. The improvement of the sources of irrigation, tho' still far from being carried to a sufficient extent, is felt by the people as a great blessing - and there are visible symptoms of satisfaction and industry amongst them. My reports in former years have represented this estate as one where heinous crime and utter contempt of all legal authority was habitual. During the year under report there has not been a more orderly well behaved population in any part of the Collectorate.

And from the following comparative abstract may be formed some judgment of its estate of prosperity—

	Fusly 1247 or 1st year of assumption	Fusly 1250	Fusly 1251
Ploughs	19953	22737	23135
Resident Ryots	17912	23231	23184
New resident Ryots	6663	10862	11509
Bullocks Cows &ca	55802	66703	69342
Buffalows	25469	22225	23309
Sheep	79864	109399	114330

6 During the first and second year after assumption of the estate my time was greatly taken up with the numerous complaints, distrust and dissatisfaction of the Ryots. I have now only one difference with them worthy of note. During the long continued disrepair of tanks from the culpable ignorance & avarice of the proprietors no revenue was derived from tank fish except in a few large river fed tanks.— But now that thro' the wisdom of Government most of the large tanks and a few of the small ones have been put into different degrees of repairs at an expence of Rupees 1,65,104 whereby a large quantity of fish are produced I cannot see any justice in admitting the plea of the Ryots to exemption from tax upon this source because hitherto unusual to pay it and I purpose hereafter to rent the large tanks to the highest bidder and to assess each Chey of irrigated land at 2 as under the smaller tanks as done in the Costalooks of this Collectorate. I have already introduced this tax in some of the talooks at the reduced rate of 1 Ana per Chey, but the opposition to the measure has been too strong to make me think it advisable to introduce it even at this low rate in

Efficient repair of tanks should authorize levy of fish tax

been promoted as promised and to the remainder the promise will be fulfilled as vacancies occur, and I am happy to think the Managers trust to its fulfilment.-

Places perio and mode of settlement

4 As ever hitherto my habit I made arrangements for the scrutiny of the settlement early in August immediately after despatch of my report on the Settlement of the Cos. Unalienated talooks, but the Cholora was raging so generally and with such severity throughout the estate I felt it would not be just or wise to congregate the Curnums away from their houses - I postponed it therefore till near the end of the month & tho' the disease was still prevalent in various parts of the estate we were still, by the bounty of Providence free from it in the four centrical places where the assemblages were made. no variation took place from the principles of former years - viz adjustment of the demand in kind and to small extent in money and fixed grain rent -

5 There has been no emigration from the estate for want of means of subsistence in it but the hope of ten rupees a month has induced many to a temporary retreat to cultivate coffee plantations in Ceylon. - The improvement of the sources of irrigation, tho' still far from being carried to a sufficient extent, is felt by the people as a great blessing - and there are visible symptoms of satisfaction and industry amongst them - My reports in former years have represented this estate as one where heinous crime and utter contempt of all legal authority was habitual - During the year under report there has not been a more orderly well behaved population in any part of the Collectorate. -

And

		Fusly 1250 Rupees a p	Fusly 1251 Rupees a p	Increase Rupees a p	Decrease Rupees a p
Punjah	In Kind	1762 4 7	1410 12 11	- - -	351 7 8
	In money	34889 6 4	35460 1 5	570 11 1	- - -
	Garden	3797 9 5	3818 3 11	20 10 6	- - -
Ready money Collections	Land Strand fish tax	21610 2 5	25974 2 3	4363 15 10	- - -
	Village rents	9000 0 0	9050 0 0	50 - -	- - -
Devastanums Chettrums Dhermasanum Quitrents		64088 12 3	64629 2 5	540 6 2	- - -
Peshkush of Petty Pollams		12643 8 0	12643 8 0	- - -	- - -
Chank rent		2007 0 0	370 0 0	- - -	1637 0 0
Chay root rent		17 8 0	15 0 0	- - -	2 8 0
Total		349641 4 5	365957 6 6	21604 4 5	5288 2 4

Deduct decrease — 5288 2 4

Net increase — 16316 2 1 or 4 $\frac{10\frac{1}{2}}{16}$ pr. Cent

average of five years — 397009 6 0

Decrease below 5 years average — 31051 15 6

The above statement shews increase in every item of land revenue with exception of Nunjah and Punjah and a small amount of Punjah paying in kind – a decrease in part attributable to the inundation of tank beds, but chiefly to the lands usually cultivated for this kind of produce being for the year under report made use of for raising paddy. – The reason of the general increase, I have already shewn to be favorable season.

Decreased Chank rent

The decrease of Rupees 1637 in the Chank rent was to be expected from my representation in the 8th para of my report of the 30th September 1841 that in the preceding year it had been raised by the disreputable competition of two brothers to a hieght so much beyond its value – Its rent of Rupees 370 in the year under report has not been realised by the renter. –

9 The abundant produce of the surrounding col=lectorates made the disposal of the grain a matter of difficulty even at the low prices at which I judge it for the benefit of the estate I should dispose of it. Even had I been inclined to reserve it in the hope of a future better market the want of granaries in which to secure it, necessarily prevented me for I can never believe it ad=visable to trust it on the threshing floor to the vicissitudes of season and the compelled care of the Ryots. In Ramnad they have granaries and my recommendation for them in this estate was not admitted by the Board. That recommendation was not made with a view to make the landholder a grain mer=chant; but because experience shews me he ever has been such and leads me to believe he will continue to be so, I therefore wished to relieve the Ryots from the intolerable & highly prejudicial tax of forced watching of the landholders grain. — The sale price averge only 11 Anas $4\frac{11}{16}$ pice per cullum, whereas in the preceding year the lowest since the assumption of was at 14 Anas $0\frac{13}{16}$ pice — yet up to this date I have now reason to regret having so disposed of it, tho' I believe some of the purchasers have already made some little some little profit on the speculation. Sub=joined is abstract comparative of the amount of grain & price since the assumption.

Low price of grain

Sale price

Fuslies	Proprietors share of Paddy			average price per cullum			Sale price		
	cullums	M.	mr.	Rupees	as.	P.	Rupees	as.	P.
1247	200023	6	$0\frac{1}{8}$	1	2	$3\frac{11}{16}$	228726	12	3
1248	187058	2	$1\frac{1}{8}$	1	6	$4\frac{9}{16}$	264685	2	11
1249	274799	6	5	1	1	$2\frac{15}{16}$	296248	15	4
1250	197331	11	$2\frac{1}{2}$	-	14	$\frac{13}{16}$	173496	2	1
Total	859213	2	$2\frac{3}{4}$	4	8	$0\frac{1}{16}$	960157	.	7
average	214803	3	$3\frac{1}{2}$	1	1	$10\frac{0}{16}$	240039	4	2
1251	262851	3	$3\frac{3}{4}$	.	11	$4\frac{3}{4}$	187101	5	11

Hence will be seen a considerable increase of produce in three fuslies and a small decrease of only about 12,000 Cullums in the 4th fusly; which is a proof that the decreased settlement is solely owing to the low prices. The grain of Ramnad in this Collectorate and of the neighbouring country of Poodoocotay is still unsold; as is also in great measure that of the Company's talooks in this Collectorate: — Madura market may be said to be supplied at present solely with Shevagunga produce where the paddy of Theroopattoor is daily exposed which previous to the security of the roads from robbers and the reconstruction of Road No. 5 during the two last years, never found its way to this market: for the price has been kept up here higher than it should have been by the long holding off of the rains so much required for the punjah cultivation.

10 The following statement comparative exhibits at a view the per centage of increase by cultivation; increase by productiveness and decrease by price in the Nunjah lands.

Nunjah decreased in fusly 1250
173496.2.1
Do. in 1251
187101.5.11

Increase by cultivation	Increase by productiveness	Deduct Decrease by price	Net increase
Rupees as p	Rupees as p	Rupees as p	Rupees as p
34203 14 0	12412 12 0	33011 6 2	13605 3 10

11 Having thus explained the state of the decreased I proceed to that of the Cultivation & balances they stand thus.

collection
Balance of current revenue

Demand		365957.6.6
Collection within the fusly	247503.7.8	
Do. in August in September	47414.4.5	294917.12.1
Balance due on the 1st Octr.		71039.10.5

In liquidation of this balance a bill for 17000 Rupees was forwarded to the Sub Treasurer on the 30th September, and the remainder, excepting only the purely nominal balance, will be realised from the grain purchasers in the course of three months.

12 The total arrears of fusly 1250 on the 1st October 1842 amounted to Rupees 1710-3-" of which I request sanction for writing off the accounts Rupees 1375-4-7 as per following particulars. Do do of arrears

Nominal balances	1127 13 3
Grain sold at a lower rate than that at which it was carried to account	92 1 9
Grain unsaleable because of injury by keeping	25 2 10
Loss by remeasurement on Sales	130 2 9
	1375 4 7

Sanction required for writing off

There remains two Items Vizt. Rupees 216 13 11 for quit rent of uncultivated & unproductive Davastanam Villages, and Rupees 118-0-6 demandable against Cavilgars who have no property, which it is customary to levy with severity and which it would not be at present advisable to remit; but for which I presee I must hereafter require sanction, so that there remains no reasonable balance for fusly 1250.

13 In proof in some measure that no exertions have been wanting to the due realization of the revenues of the estate I will contrast the outstanding balances with those in the Zemindary of Ramnad of which this once formed a portion somewhat less than half; the one under native, and the other

other under European superintendence.—

Uncollected Grain Balances

	Ramnad Rupees as p	Shevagunga Rupees as p
Fusly 1248 —	37746 4 6	.. ..
1249 —	67443 0 3	.. ..
1250 —	73021 5 4	365 7 10
	178210 10 1	365 7 10

14 The account current exhibits the receipts during the fusly under report, inclusive of the previous balance, at Rupees 377886-6-6, and the charges amounting to the same sum leaves nothing to be forwarded to the Sudr Court to be kept in deposit for the successfull litigant to the estate. But it is not hence to be concluded that the estate is productive of little profit, but it must rather be attributed to the following extraordinary disbursements viz.

		Rupees a p
A Monthly allowance of Rs. 500 together with arrears from date of first permission to draw it		24000.0.0
Government Interest on arrears		43207.13.9
Tank repairs	28202-9-8	29529.2.6
Repairs of roads	1326-8-10	
Total extraordinary disbursements		96737.0.3

15 The revenue from the private lands of the Zemindar in the fusly under report amounts to Rupees 8682-15-5 being an increase of only Rupees above their settlement in the preceding fusly altho' the produce was greater by Cullums viz

	Cullums. Ml. Mre
Fusly 1250	
Fusly 1251	

16 Tho' the head Sheristadar is under suspencion by the Board's orders this did not take place till completion as well of the settlement of the estate in the drafting of the report; and I continue to have the same high opinion I ever had of his industry ability and moderation Whilst the suspicions on which his suspension rests remain unelucidated it will not become me to give any opinion of his general integrity.

Madura
28th October 1842

(Signed) J. Blackburne
P. C.

Madura 5th February 1849 –

To

The Secretary to the Board of Revenue

Fort St George

Sir,

1 I have the honor to report the death at 5 P.M. of the 3d Instant (Sunday) of Shree Mootoo Rajah Mootthoovejaya Regoonatha Gowry Ballava Peria Oodya Taver Zemindar of Shevagungah. –

2 . In an Urzee addressed to me of the 27th Ultimo the deceased Zemindar, stated that he had two Sons the Elder Boodoo Gooroosawmy aged 9 Years, whom he wished recognized as his Successor, and the Younger whose name is not mentioned aged 4 Years; and he intimated his desire that his Puttah Stree Pichanaal Nachear, and his Sister Nagamay Nachear should be the Guardians of the minors, and the present Summoogum Pechear Cottee Iosyar the Manager of the Estate, the above named persons also carrying on the Lawsuit now in progress for the possession of the Estate.

3 It is known to the Board, that a claim to the Estate was set up some time ago by Ungoomootoo Nachear, the widow of Gowry Bullabh Taver, the Zemindar who obtained the Sunnud i Istimrar from the British on the resumption of the Country, & that a decree in her favor having been given by the Sadr Adalut was revised by the Privy Council, with leave to file a fresh suit. She took advantage of the permission, and filed a suit, which has been given against her by the Civil Judge of Madura; and it is understood that her Special appeal against the Decree has been accepted, and is now under the consideration of the Sadr Adalut.

4 In addition to this claim, another is now preferred by Rama:sawmy Swamee, Peria Oodiar Taver, younger Brother (& accordingly to his own statement – which is probably so far correct undivided) Brother of the deceased Zemindar, on the ground that the alleged Putta Stree Pichimmal who is the Mother of the Children, is not a legitimate wife – At a personal interview the Brother told me, that the plan in the marriage

was

was the circumstance of her being at the time the wife of another person, Kolundasawmy Taver, and that notice of the fact might be found on the Records of the Cutcherry.

5 I am unable to offer any opinion on the claim so lately made and involved in so much obscurity, at present, but I have directed the record to be searched, and shall proceed without delay to Sheoogunga for the purpose of collecting information. As soon as I am able to arrive at any conclusion I will report again to the Board, and in the mean time I shall avoid expressly recognizing the son of the deceased as a heir tho' I shall maintain him in possession pending the Boards orders, as the Onus probandi evidently rests with the Brother of the deceased.

6th On the 30th Ultimo my 1st Asst. Mr Ratliff on a report of the Zemindars death, went to Sheoogunga in the neighbourhood of which he was encamped, and ascertained from the Zemindar himself that he caused to be written and had signed the Urzee of the 27th Ultimo, alluded to above. He also obtained from the Sumoogum Peshcar a list of the principal personal property of the Zemindar.

7 After further enquiry I shall have the honor to report to the Board my opinion as to the most advisable course to pursue in regard to the care of the Estate.

8 Copy and translations of the Zemindars Urzee of the 27th Ultimo - of the Sumoogum Peshcars 2 Urzees of the 3d Instant - and of the Urzees of the Zemindars Brother of the 26th & 29th Ultimo and 6th (mistake for 5) enclosed are herewith forwarded.

I have the honor to be &c.

(Signed) R. I. Parker

Collector

P.S. Since the above was written an Urzee has been received from Ungoottoo Nachiyar the Appeal Plff before the Sudr Adalut, of which of my endorsement thereon I forward a copy & translation.

Signed) R. I. Parker

Collector

No. 25 Madura Shevagunga 20th Feby/49

77/143

To,

The Secretary to the Board of Revenue

Fort St. George

Sir,

With reference to my letter of the 2nd Instant I have the honor to state that the enquiry I have made into the claim to the Shevagunga Zemindary preferred by Namaseevoya Tever, on the ground of the illegitimacy of the marriage of the late Zemindar, with Pichimal Nachear the mother of Boodoo Gooroosawmy has led me to the opinion that it will be proper to leave him to establish it in a Civil Court.

2 Original suit No. 1 of 1836 alluded to by Namaseevoya Tever in his Urzee misdated 8th February (received on the 5th) was brought by Pichimal Nachear against her brother Moottoovadooga Tever and others, for the recovery of 3 Villages under a grant made to her by her mother, the Daughter of the first Zemindar under the British Rule. The 2nd & 3rd Defendants among other circumstances pleaded that the Pltff was originally married to Kolundasawmy Tever. The Pundit Sudr Ameen allowed the Pltffs claim to two of the Villages, thus rejecting the plea of an illegitimate marriage. An appeal is now before the Civil Court.

3 Namaseevoya Tever verbally informed me, that the Padamattoor Zemindar adopted the youngest of the late Zemindar's Sons, and afterwards in a Civil Suit repudiated the adoption on the ground of the boy being illegitimate.

4 In truth Boodoo Gooroo Tever brought a suit as undivided Brother against the Padamattoor Zemindar to compel division and died "pendente lite". His widow prayed to be allowed to carry it on on behalf of a son whom she would adopt, her husband having given her permission to adopt a son of the Zemindar of Sheogunga just dead. The Defendants opposed the motion denying the permission on the ground that at the time of the death of applicants husband, the Zemindar had but one son, whom of course, he could not give in adoption. They

has since adopted from another house: and in renewing the suit, accounted for not having fulfilled her husbands order by stating that she applied for a son to the Zemindar, but was refused.

5 I was yesterday requested by the claimants Vakeel to inspect the answer of the Padamattoor Zemindar, the 2d Defendant in the fresh suit brought by the widow. No 2 of 1848; but as any assertion therein is of no more value than the assertion in O.S. No 1 of 1846 and it would cause great delay for me to obtain the paper, I shall defer doing so till directed by the Board.

6 But the circumstance on which the claimant lays chief stress is an alleged complaint by Sawmy Moottoo Tavar.

7 In the Revenue Department an Urzee is forthcoming signed Sawmy Moottoo Tavar, and bearing date the 27th June 1840 in which it is stated that his Brothers son Kolunda Sawmy Tavar had been married to Pichemal Nachear, and that on her arriving at Puberty her Step Mother had during her petitioners absence taken her to Shivagunga on pretence of performing some ceremonies proper to the occasion and had kept her there for 1½ years and that he had complained to the Police Officer at Kanoor to no purpose. There is a remark in the corner of this Urzee that as it had been received by Tappal & related to a Civil Matter, no answer was requisite.

8 I have caused the records of the Kanoor Police Office for 1839 & 1840 to be searched for the complaint alluded to without success. If found it would be of little use; for it is not pretended that any investigation was made; and the long interval which the complainant allowed to elapse before making his complaint to the Magistrate, would throw great suspicion over his assertion, if indeed a mere Tappal Urzee is deserving of any consideration whatever.

9 Sawmy Moottoo Tavar is dead. Kolunda Sawmy Tavar I have questioned; and his answer was an unhesitating declaration that the assertion of his marriage to Pichemal was an entire falsehood.

10 As corroborative of the Tappal Urzee, Ramasawmy

Tavar

Taver's Vakeel cites an Urzee from Moottoo Vadroga Taver dated July 31st 1840 - But in this he merely mentions that his Sister Pichemal had been recently married (without mentioning the husband's name) as a reason for his wanting the produce of certain Villages - This person also has denied before me, in conversation, the truth of the allegation of his sister's marriage with Kolunda Sawmy Taver -

73 / 105

11. It may be proper to state here that Pichemal Nachear is the Grand daughter of the original Zemindar Gowry Vallabher Taver thro' his daughter Villay Nachear married to Odiana Taver Zemindar of the Subordinate Zemindary of Natagoody - The Minor's friends state that Sawmy Moottoo Taver wished to obtain so desirable a match for his nephew and threw some saffron over her with that view and that to save her from his designs she was removed out of his power -

12. Claimants Vakeel, has also this day offered to refer me to more document without specifying them; but looking to the value of those already cited by him I cannot but think that he brings his proof for-ward thus piecemeal for the purpose of injuring the Minors interests by delay - He also proposes that I should examine witnesses; but with-out the Boards orders I have declined doing so - I should place but little reliance on their statements, and whatever they might say I do not think that it would dispose the Board to put Ramasevoga Taver in possession or to decline the charge of the Minor -

13 Oiyamoottoo Nachiyar in her Petition forwarded in my letter of the 5th Instant, asserts that Pichemal was pregnant at the time Gowry Vallabher Taver took her - This however, appears to me op-posed to the Statement of the Tappal Urzee of Sawmy Moottoo Taver and there is on record the Takeed of Mr. Blackburne dated Octr 25/41 congratulating the Zemindar on the birth of his Putta vrogganaya (heir apparent) son stated to have occurred on Wednesday the 13th October 1841 and the appearance of the boy indicates no greater age than this would give him.

14. On the part of the Minor I have also been referred to

to Statements occurring in 8 Suits and they are to the purport al-
leged; but I do not think it necessary to prolong this letter by
quoting them more particularly.

15 What I have already stated will probably suffice
to remove all objection on account of the claim of Ramasevoga
Tever to taking the Estate under the charge of the Court of wards

16 It is probable that Ungamoottoo Nachear, the Ap-
pellant before the Sudr Court may have petitioned for the seques-
tration of the Estate, until the decision of the suit. I am disposed
to think that the Court of wards should oppose any such requisit, for it
is evident that the Minor, in case of Sequestration would be placed under
great disadvantages. Ungamoottoo Nachear's case has been taken up by
English Gentleman apparently on a Speculation, and she has already en-
-gaged English Vakeels. All arrangements of this sort, independently of
the Estate, the Minor would have still to make, and the whole labour
of the suit lies before him, the answer to the appeal not having been
yet called for. It will be remembered that 3 Courts, including the
Privy Council, have given decrees against Ungamoottoo Nachear's
right; while the only decision in her favor passed by the Sudr Udalut,
was grounded on evidence taken out from another suit, which the res-
-pondent had no opportunity of rebutting, and which the Privy Council
declared to have been inadmissible.

17 In his Uyee transmitted to the Board with my letter
of the 5th Instant the deceased Zemindar expresses his desire that his
Wife and his Sister may be named Guardians to the Minor and his Sa-
-moogum Peshcar Cotee Josyer Manager of the Estate.

18 The Minor being a Male the females above mentioned
are I apprehend, rendered incompetent for the Office of Guardians by
Clause 4 Sec 19 Regn of 1804. There are no Members of the family
whom I could recommend in lieu, the greater part of them being wanting
in the necessary ability, especially as there are suits pending, and
many having opposing interests.

19 It is expedient I think that Cotee Joseyer should be Guardian and that Sabapathy Pillay, the present Pedhance or Head Revenue Officer should be Manager. Cotee Joseyer was the Samoogum Rayhcar of the late Zemindar and having been in his full confidence and his chief adviser in the defence of the Suit for the Estate, would be of essential service in answering the appeal a matter which belongs to the Office of Guardian rather than that of Manager. I have ascertained from him that he is willing to accept the Office. 74 117

20. The duties hitherto performed by Sabapathy Pillay nearly correspond with those which would devolve on him as Manager.

21 If these appointments be approved the wishes of the late Zemindar will be carried out in effect and the best practicable arrangement made for the administration of the Estate.

Sanctioned by the Court of Wards 26 March /48

22. I would recommend a Salary of 175 Rupees per Mensem for the Guardian and 210 Rupees for the Manager which is the Pay they each draw at present.

23 While ignorant of the extent of proof that might be advanced in favor of the claim of Ramaswamy Iyer I was afraid that the appointment of a person known to be very obnoxious to him might lead to harassing complaints of waste on the part of one entitled to consideration; but the reasons to discredit his allegations now seem to me so strong as to render it unnecessary to sacrifice convenience from regard to him.

24. I enclose a Mozenzabitah for the Establishments of the Manager and Talooks. As there was no Manager when the Estate was lately under assumption the Establishment then maintained afforded no guide to what is now required. I have framed the List therefore principally with reference to the Ramnad Establishment. Upon the whole the Mozenzabitah for Shevagunga is somewhat less but the salaries in some cases are rather higher though not more so than is requisite to ensure efficiency. The 2 English writers & a sufficient number of Hindoovee Gomastahs will be attached to

to the Hoozoor. The Moozuzabtah for the Talooks is nearly the same as was maintained under assumption and is less than that employed by the Zemindar.

85 The Kurmantarum, or funeral ceremonies of the late Zemindar, has been performed at an expense under 7000 Rupees. There was not time for me to obtain the orders of the Board when spoken to on the subject, therefore, I could only stipulate that they should be within the least sum expended at the Kurmantarum of any former Zemindar which I was informed was 7000 Rupees, spent on the death of Boodoo Gooroosawmy Tavir & owing to the Zemindarry not being in his possession, borrowed from the Zemindar of Itteapoorum. Exact accounts will be furnished to me as soon as they are ready.

26 Request permission to send such of the horses of the late Zemindar, as the family may be unable to keep out of their allowance, for sale to Trichinopoly.

27 I have directed that the expenses of the family may be immediately revised with a view of reducing them within 10 per Cent of the Peshcush and will submit the List as soon as ready. A large Establishment was maintained by the late Zemindar and the reduction will entail distress upon many, but the measure seems unavoidable

28. Copies on plain paper of the Decree by the Civil Judge of Madura and of the appeal Petition to the Court of Sudr Udalut have been lent to me for perusal, copies of which I will furnish to the Board as soon as they can be prepared.

29. Lists of Cash, Jewels with a proper appraisement Debts and Maramut Estimates, Suits in Courts, alienated Villages &c are under preparation and I shall make such reports thereon to the Board as may be called for or appear necessary. The case of the Devasta-nums must form the subject of a report, when the Board have decided the question of taking the Estate under the Court of Wards.

I have the honor to be &c

(Signed) R. D. Parker Collector

No. 37 Madura 20th April 1849 —

To

The Secretary to the Court of Wards

75 / 149

Sir,

With reference to an enclosed from the Proceedings of the Court of Wards dated the 29th March I have the honor to annex a statement of the 4 Causes in which the Zemindar of Shevagunga is concerned with a statement of the Fees due thereon to the Court Vakeels and I have the honor to request instructions whether I am at liberty to disburse those Fees from the Income of the Estate —

To save time I have directed that the Guardian be supplied with stamped Paper required for Vakalut Namahs in these Cases and unless this could be deemed objectionable shall provide stamped Papers for such documents as may be required in the progress of suits, keeping an account and recording the cost eventually from the income of the Estate —

I have the honor to be &c

(Signed) R. D. Parker

Collector

No. 42

Madura 3rd May 1849 —

To

The Secretary to the Court of Wards

Fort St. George

Sir,

With reference to Para 36th of my letter of the 20th Feby last I have the honor to report that as there has been a large importation of Ponies at Negore which will affect the Trichinopoly markets, and a considerable demand for Horses exists at Madura during the present season of the great yearly Feast I propose to sell the horses of the late Shevagunga Zemindar by auction at Madura — I have already disposed of 7 which had been reduced by neglect & age to such a state that it was desirable at once to get rid of the expense of keeping them —

I have &ca

(Signed) R. D. Parker

Collector

No 45 Madura 11th May 1849

To The Secretary to the Court of Wards

Sir,

With reference to Para 27th of my letter of the 20th Feby last and the Proceedings of the Board of the 20th March I have the honor to transmit a Statement shewing the amount sum which I propose to allot to the support of the Minor Zemindar of Sheevagunga and those members of his family as are entitled to maintenance at his expense. The arrangement has already been carried into effect, to a considerable extent.

The total amount, 24,778 - falls short of the 10 Per Cent of the Permanent assessment of the Estate by Rs 1272 - - -

It will be observed also, that it includes the Salary of the Guardian, and certain servants, who having been much employed in the suit for the property he is anxious to maintain for the present to assist him while the Appeal is pending.

The Domestic sibbundy of the Zemindar includes Instructors in Tamool & Teloogoo, both of which languages he studies daily. When he arrives at a more advanced age, I should propose to obtain for him a well qualified English Tutor, or to send him to Madras, and shall be prepared to press on his guardian the discontinuance of many servants, who are more conducive to the state of a great Zemindar than to his comfort, in order that the alteration may be made without additional expense.

I regret to state that I am in daily expectation of receiving a precept to attach the Zemindary pending the appeal.

(Signed) R D Parker
Collector

(Seal)

Madura Zillah Court

To The Collector of Madura

Herewith you will receive an Extract from the Proceedings of the Court to the orders contained in which you are required to conform, returning this precept so executed, or good and sufficient reason, why it has not been executed, and what

what you may have done in pursuance hereof, within ten days from and after its receipt.

76 151

Given under my hand and Seal of the Court this 14th day of May 49

(Signed) C. R. Baynes Civil Judge

In return to the foregoing Precept, the Collector has the honor to state that he has attached the Shevagunga Zemindary and taken it under his management as directed by the Proceedings of the Sudr Udalut.

He has the honor to request instructions on the following points.

1st Whether it is intended only to secure the direct management of the Collector over the Estate, or to supersede altogether the jurisdiction of the Court of wards, doing away with the appointment of Guardian and the allowance to the Minor and his relations under Clause 2 Sec XIV Reg V. of 1804.

2dly In what manner the Civil Suits, Original and Appeal, in which the late Zemindar was a Party, not privately but as owner of the Estate are to be carried on and the expenses defrayed.

3dly From what authority the Collector should ask instructions relative to the continuance or resumption of Grants by the Zemindars since the permanent assessment.

4thly Whether the Jewels, Arms Horses Cloths ready Money and other movable property of the late Zemindar should be attached.

5thly Whether the Houses in which the Minor is now residing, and any others in which relations may be resident should be attached.

Given under my hand and Seal at Shevagungah in the Collectorate of Madura this 22d day of May A.D. 1849.

(Signed) R. D. Parker Collector

No. 46

Madura Shevagungah 18th May 1849.

To

The Secretary to the Court of Wards

Sir,

I have the honor to transmit copy of Proceedings of the Sudr Udalut under date 31st April last, a Copy of Proceedings of the Civil Court of Madura which I received in the afternoon of yesterday with a Precept requiring me to take

the Sheevagungah Zemindary under Amany Management, and to make returns within 10 days.

2° I shall accordingly take the necessary measures for this purpose, and report the change of Establishment which will be thereby occasioned.

3° I am not certain whether under the operation of this Receipt, the Minors allowance, and the Guardianship is intended to cease as well as the Manager's control over the Estate, and propose to request instructions on this subject from the Court.

4° The measure now reported is not I think calculated to secure the object of the Sudr Udalut viz. the greater security against Waste. There was considerable extravagance in the time of the late Zemindar, but the Manager was not concerned in any but the ordinary expenses. His duty was confined to collections and the routine management of the Estate; and as there exists considerable jealousy between him and Cotir Josyur who was chiefly consulted in the expenditure, and in grants of land. I have found him particularly active in bringing to my notice cases for resumption. My Establishment will ill supply the loss of his intimate knowledge of all such transactions.

5° Further it may be observed, that in practice the control of the agent of the Court of Wards is much more minute than the Sudr Udalut suppose, and that if it was considered compatible with the rights of the present Pauper Appellant to leave the Estate in the absolute power of the late Zemindar before he obtained a Decree in his favor, it is not clear why, after the passing of such a Decree his heirs should not be allowed to retain possession under the check of the Court of Wards.

Signed/ R. D. Parker
Collector

N° 2[illegible]

Madura Shevagungah May 21/29

The Collector requests that Assistant Surveyor Mason, will inspect the Bungalow, lately occupied by F. C. Fondclare Esq.e and belonging to the Zemindary of Shevagungah, and prepare an Estimate for placing it in substantial repair.

Signed R. D. Parker
Collector

N° 39 Madura 9th June 1829

To
The Secretary to the Board of Revenue

Sir,

> To B.d 5th Feby 1829
> To Do 20th Do Do
> From Do 26th March
> To Do 18th May
> From Do 26th Do

With reference to the correspondence noted in the margin I have the honor to submit the Mozzuzabitah for the Zemindary of Shevagungah under attachment and to which the Establishment was for the most part reduced a few days after the receipt of the Courts Precept.

2d The total amount is Rs 2794-4 a per mensem exceeding the Cost of the Establishment maintained during the late attachment by Rupees 30-8 per mensem.

> Establishment maintained in the late attachment 2773-4-4
> Do charged under the head of Contingent charges
> Sebundy added [illegible] 14-4
> Record Keeper — — 7
> Sebundies of Shaikallathoor — — 9-4
> 30-8
> 2803-8

3d The particulars of the excess are noted in the margin. The village Sebundy amounting to Rupees 14-4 included therein was maintained by Mr Blackburne, but debited under contingent charges. The Record keeper I propose to keep at Shevagungah to take care of the Records which remain there, as I have not considered it expedient to remove from thence the whole mass of accounts & Urzees, the number of these having naturally much increased since the last attachment. The remaining Rupees 9-4 is for the large village Shaikallathoor resumed by the Zemindar since the last Jusft.

4. I have included the pay of the English Writers, 35 Rs. in the mass and request permission to apportion this, as I may find it expedient from time to time. The need of writers on this Establishment is chiefly to translate

and

and frame Statements and a number of lads of whom there are many very well educated at Madura are more useful for the purposes than one or two better paid Writers.

5th I beg to submit a separate Mozenzabitah for the Villages of the Cattanoor Sub Division lately resumed under a Decree of the Civil Court but the accounts of which as it is under appeal it is expedient to keep separate.

6th The Propriety of transferring the Police Authority to the Zust Establishment and discontinuing the present Police Ameens will have to be considered when it is known whether the present attachment is likely to continue for any considerable period.

7th I have the honor to forward copy of my return to the Precept of the Civil Court from which the Board will perceive that instructions were solicited on several points from the Sudr Adalut without delay. I have not yet received their answer.

Signed R. D. Parker
Collector

No. 50

Madura 9th June 1849.

To
The Secretary to the Board of Revenue

Sir

In submitting a general Statement of the Suits in Court in which the Zemindar of Shevagungah was engaged at the time of his death, according to the order of the Board in your letter of the 14th Ultimo I have the honor to state that it appears to me extremely desirable under the present circumstances of the Zemindary to withdraw O. S. No. 4 of 1848 on the file of the Civil Court, brought by the Zemindar against the Tumberan of the Iramullay Devistans, and in which Plaint and Answer have been filed, and the Reply of the Plaintiff will be due at the opening of the Court after the recess.

The object of the suit is not to secure the endowments of the Devastans, to which, being excluded from the Zelumrar assets, the Zemindar has obviously no colour of right; but to oust the present Sumberan, and to procure a recognition of the title of the Zemindar to appoint this Functionary.

Success in the Suit will at present be productive of nothing but embarrassments; for who will exercise the acquired power of nominating a head Sumberan? The minor is too young, even if the Sudr Adalut rule the Estate to be still under the Court of Wards, on which point their decision has not yet reached me. The Collector is an objectionable party, and the Guardian, if there be still a Guardian, in my opinion equally so.

I would therefore propose to require the Guardian to withdraw the suit, which the ultimate Possessor of the Estate, if of age, can renew at his pleasure.

I feel great difficulty in expressing my concurrence in Pleadings, asserting facts as regards the appointment of Sumberans before the commencement of British rule, which nothing but considerable leisure and research will enable me to verify.

Rupees has already been incurred for Institution fees, and further disbursements will have to be made to the Vakeels of the Plff. & Defendt. but the latter will be ... if not entirely covered by repayment of part of the Institution Fees.

(Signed) R. D. Parker
Collector

No. 62

Madura 13th June 1849.

To The Secretary to the Court of Wards

Sir,

To the Court of Wards 18th May 1849.
From Do. 23d Do.
To Do. 8th June.

With reference to the Correspondence noted in the margin, I have the honor to transmit the accompanying copy

Copy of the Proceedings of the Sudr Udalut under date the 7th Instant from which the Court will perceive that the Shevagungah Zemindary remains under their authority notwithstanding the order of the Sudr Udalut for its attachment.

I have resumed many of the recent alienations of the Zemindars and will report on the subject as soon as the necessary enquiries are completed.

My attention is now directed to the Debts incurred by the late Zemindar, and the Tunkas or assignments on the Talook issued in liquidation of them. Sometime will probably elapse before I can obtain complete information on this matter.

I request the instructions of the Court whether the Guardian may be permitted to furnish a Vakalutnamah to the Advocate General to defend the Appeal in the Sudr Udalut brought by Oodyamoottoo Saeheer against the decision of the Civil Court in favor of the Minors father, and also, should the Advocate General advise it, employ Junior Counsel and an Attorney. The two latter will I hope be unnecessary, but the former step I would strongly advise.

The Court are probably aware that European Vakeels, supposed to have a pecuniary Interest in the issue of the Suit, are engaged on the other side, and it seems merely prudent to afford the Minor the advantage of the same description of talent. The Native Government Vakeel who is Vakeel for the Minor professes himself unable to cope with such antagonists. The Guardian has already proposed to the Advocate General to be his Vakeel but has not yet furnished him with a written authority.

Signed / R. D. Parker
Collector

P.S. Since writing the above it has occurred to me as desirable to ascertain distinctly from the Sudr Udalut

with

with reference to Para 3 of their Proceedings whether the prosecution and defence of Suits in which the Minor is engaged should not be carried on in the name of the Guardian under the Superintendence of the Court of Wards. In regard to the defence of Suits Sect. XXIII of Regulation V of 1804 seems clearly and imperatively to demand the adoption of this course and tho' the Regulation does not expressly provide for the conduct of suits in which the Minor may be a Plaintiff, it is natural to suppose that the same Rule should be applicable to them. My question to the Court in return to their Precept for attachment supposed the contingency of the Estate & Minor being removed from the authority of the Court of Wards.

(Sd) R. D. Parker Collector

No. 333

Madura 13th June 1849.

To The Civil Judge

Sir,

With reference to Para 3 of the Proceedings of the Sudr Adalut under date the 7th Instant stating that Suits in which the Minor Zemindar of Sheevagungah may be engaged should be carried on under the Superintendence of the Collector or the Person he may appoint as his Superintendent or Manager, I have the honor to request to be informed, whether this direction is intended to exclude the Guardian from being concerned in Suits for and against the Minor.

Sec. XXIII Regulation V of 1804 seems to imperatively require the name of the Guardian being entered in all Suits against the Minor; and tho' the Regulation contains no express provision for the conduct of Suits in which the Minor may be a Pltff, I have hitherto supposed the same Rule to be applicable to them.

The question put by me in my return to the Precept requiring the attachment of the Estate, supposed the case of the Wardship of the Minor having been superseded

-ed by the attachment of the Zemindary

(Signed) R D Parker
Collector

No. 64

Madura 15th June 1849

To The Secretary to the Board of Revenue D. P. W.

Sir,

As the season for the execution of Maramut is far advanced, I take the liberty to forward the accompanying Estimate for the repair of works of Irrigation in the Shevagungah Zemindary direct instead of thro' the medium of the Civil Engineer, whose Department has not hitherto had an opportunity of traversing that Estate since the present attachment.

The total amount is 13021-3- and the Items will be seen to consist chiefly of Earth work.

I will request the Civil Engineer to spare a member of his Department to Inspect the Tanks of this Zemindary as soon as possible. The only Surveyor at present in Madura is engaged in Superintending the important causeway over the Vigay.

I take this opportunity to submit also a List of the Maramut Establishment I would propose to employ in this Zemindary. It includes a Superintendent on 50 Rs. a month, an appointment which the Board formerly sanctioned for a short time apparently with some reluctance. I am anxious for this assistance at least in the first instance, as the sources of irrigation are probably much out of repair, and the Zemindary Maistries cannot be depended on without Superintendence, which cannot be conveniently spared from the Ayen Talooks at present.

Under the former Lease and the Zemindar 8 Maistries were employed. To meet the expences of a Superintendent

intended I have reduced the number to 4-

(Signed) R. D. Parker
Collector

82

No. 66

Madura 18th June 1849.

To The Secretary to the Board of Revenue

Sir,

The Board under the previous attachment of the Shevagungah Zemindary having been pleased to approve of the care of the Devastanums being committed to Stipendiary Managers, I have the honor to propose the adoption of the same arrangement, with a slight difference on the present occasion.

Kistna Row on a Salary of 105 Rupees per mensem, and Soobramonea Pillay on a Salary of 50 Rupees per mensem, were joint Managers under attachment. The latter is dead and the former was continued by the Zemindar and now superintends all the Devastanums with the exception of the endowments to Cutlays in the Meenachee Pagoda at Madura, which were formed by the Zemindar into a distinct charge and committed to Rama Row the son of the late Head Sheristadar Shashagherry Row, on a Salary of 40 Rupees per month. I would recommend that these 2 persons may be constituted Managers of the Devastans under their respective control, on the same Salaries that they now receive.

The yearly income of the endowment to Meenachee from Shevagungah is Rupees 1653-7-9.

(Signed) R. D. Parker
Collector

No. 71

Madura Shiroomungalum 30th June /49

To The Secretary to the Court of Wards

Sir

With reference to Para 17 Regulation V of 1804 I have the honor to solicit the instructions of the Court of Wards relative to Persons who obtained assignments of grain for money

paid

payments or Service, previously to the Shevagungah Estate coming under their charge, being allowed to receive any Balance of grain due to them by the Ryots, on proof of such assignments being bonâ fide transactions without special reference to the Board in each case.

2. The Pauper appellant Ungamoottoo Nachear has in Urzees to me, maintained, that such undercharged assignments constitute debts against the late Zemindar, which should not be discharged out of the Estate – On the other hand it may be argued with more apparent equity that after payment of the value in money and service, and reception of the assignment order, the assignee became the real owner of the grain, and need no further authority for its recovery: and the justice of this seems still stronger when as was frequently the case, the money advanced by the assignee actually passed at once to the Government by Hoondies in payment of Peshcush.

3 These cases however are often rendered complex, by one Individual advancing money for payment of Kists and his partner or agent obtaining equivalent assignments of grain in tender, the transaction being thus separate on the accounts of the Zemindar though one in reality.

4. An instance of this kind was under my investigation yesterday – One Karoopanen Chetty applied for removal of all prohibition to his recovery of a Balance of about 20,100 Rs. worth of grain assigned to him from the crop of Fusly 1257 – The total value of the assignment 90,000 Rs. he alleged to have been paid by him, according to the Zemindars order, to Sevoogum Chetty who had made advances to the Zemindar to enable him to discharge his Kists – The Takeed communicating the assignments to the Ameen are forthcoming and then authorize payment of the advance to Sevoogum Chetty, who acknowledges to have received it and shews the Sub Treasurer's receipts for the money paid by him for the Zemindar – But

8 / 161

on enquiry I ascertained Karoopanen Chetty to be an agent of Seevooguin Chetty, and the payment to the latter by the former to have been made by a credit in account - Still the Zemindar had the value of the grain assigned, and the same being applied to payment of the Sircar demand it seems unreasonable to consider the transaction a private one on the part of the late Zemindar. There is no experiance of dishonesty on the part of the Chetties but by a well understood arrangement the man who advanced the money obtained an assignment for its amount, tho in the name of another and not in his own.

5. The question is whether, under such circumstances the grain has legally passed from the Zemindars and become the property of the assignee, in which case it would seem competent to me to permit recovery, on being satisfied of the genuineness of the assignment, without troubling the Court in each cases for authority - or whether on the other hand, the grain in the villages undelivered to the assignee remains the property of the Zemindar, and the assignee becomes a creditor who can obtain payment only under the special permission, and the creditors specified in Sec. XVII Reg 5 of 1804

6. I have also to request the Courts instructions in regard to the payment of arrears of Salary to Servants generally -

7. From the 4th April last when the Estate was taken under the Court of wards these salaries have been regularly discharged - But from the death of the Zemindar up to that time the servants received nothing, and claims are made for arrears due on account of antecedent Period.

8. The Process of the reduction of the Zemindars Establishment, commenced immediately after my visit to Shevagunga in consequence of the Zemindars death, and it appears to me just that all salaries due from the date of that event should at once be discharged - The answers of the

Court in regard to Lenkas of Grain will in a great measure dispose assignments of the claims to arrears for antecedent periods, and general permission might be granted me to pay such other demands on this account as on enquiry I might find unobjectionable.

9 The last Proceedings received from the Sudr Udalut appear to me to recognize the Courts right to exercise this however; but I beg to transmit translation of an Arzee from the Pauper Appellant Ungamootoo Naichear objecting to the payment.

(Signed) R. D. Parker
Collector

No. 83

Madura Dindigul 27th July 1849.

To The Secretary to the Board of Revenue

Sir,

With reference to Para 4 of the Boards Proceedings of the 12th Instant. I have the honor to transmit copy of the Proceedings of the Sudr Udalut, under date the 27th Ultimo, stating that in all suits in which the minor may be concerned the name of the Guardian should be entered, as the legal Representative of the minor Zemindar.

(Signed) R. D. Parker.
Collector

No. 503

Madura Thiroopoovanum 12th Sept. /49

To V. Seth Sam Esquire
Madras

Sir,

1 In reply to your letter of the 21st August, I have the honor to state that as I have not as yet been able to obtain a copy of the Decree of the Civil Court to which you allude, it is not in my power at present to submit the matter to the Court of Wards.

2 I make this intimation to you that you may use your discretion in regard to preferring

your

your Appeal Suit without waiting for a definite answer on your proposition which is thus unavoidably delayed.

(signed) R. D. Parker
Collector

82 163

No. 114

Madura Collr. Cutchy 27th Septr. 1849

To
The Secretary to the Court of Wards

Sir,

1 The Balance of Cash entered in the Accounts given me by the Samoogum Peshcar when I visited Shevagungah immediately after the late Zemindar's death being under 1000 Rs., I expressed my surprize and was told by the Samoogum Peshcar that the Zemindar was accustomed to place considerable sums in the hands of his wives and that he would enquire of them. On his return, he informed me that all the wives denied the possession of any money except Pichummaul Nachiar the Putta Stree and mother of the minor who admitted having received 20,000 Rupees.

2 Considering this a deposite in her hands, rather than a gift, I have repeatedly demanded the sum from her, and entertained an expectation that she would pay it into my Treasury. This expectation however I have now abandoned. The motive of the late Zemindar for giving the money was most probably to secure her against poverty in the case of an adverse decision in the suit for the Estate or to make a sum available for future law Expences and she may naturally is unwilling to relinquish the provision for future contingencies, thus made for herself and Children. I cannot find any entry of this sum in the Accounts of the Estate or the Mansion.

3 Under these circumstances, I have the honor to request instructions whether a suit should be filed against

against Pichummaul Nachiar, in case she still refuses to surrender this sum. I do not recommend this step which I fear would not succeed, as I cannot shew that she obtained the money without the consent of the late Zemindar or after his death and the Courts will probably hold that his right to use the income of the Estate as he pleased cannot be questioned.

4 - The accounts shew the payment of the sum 12499 . 12 - for purchasing stones and gold for an Aroonail &c Some of the articles are said to have been expended in jewels for different females of the family. The Aroonal which is a girdle of precious stones set in gold is in the hands of Pichummaul who declines yeilding it up on the ground that it was given to her. The value is said to be between seven and eight thousand Rupees. The accounts state that the girdle was intended for the Zemindar & I very much doubt its having been made an absolute gift to Pichummaul Nachiar. I request instructions also how to proceed in regard to this jewel.

5 Ornaments were delivered to me of the nominal value of Rs 12,6,011 - 3 - 8, which for the sake of security I have placed in the Madura Treasury. A large stock of cloths I left in possession of the guardian, as they would spoil if locked up, and are useful for the minor and the family. Fowling pieces & spears some of them expensively mounted with gold are also in the same custody, that they may be kept clean.

(Signed) R. D. Parker
Collector

No. 113

To Madura Calliar Covil 27th Septr. /49

The Court of Wards

83 165

1 With reference to clause 4 Section XXI Regulation V of 1804, I have the honor to request the sanction of the Court of Wards for the entertainment of Vyd[illegible]nathem Moodelly on a salary of 50 Rs. per month as English Teacher to the Minor Zemindar of Shevagunga. The charge for the maintenance of the Minor and his relations falls short of 10 per cent on the Peishcush by Rs. 1575.

2 The person recommended is a man of middle age, and was educated at the college of Madras from which he obtained a favourable Certificate. He also produces excellent testimonials from the Commissiary General, the Govt. Astronomer and the Secretary to the Mint Committee under whom he served. From conversation and inspection of his translations, I consider him competent to teach English, and his behaviour & temper are exceedingly good.

3 The Minor has already made some progress in Tamil & Teloogoo in which languages he had teachers before his fathers death. It appears to me that a change of residence from Shevagunga to Madura, where he would be more private & more under my own eye, would be of benefit towards his education and there is a House there which might be repaired to receive him; but as the Estate is in arrear of Peshcush, I do not at present submit the proposition.

(Signed) R. D. Parker
Collector

No. 124

Madura 12th October 1849.

To

The Secretary to the Court of Wards

Sir,

I have the honor to transmit for the

purpose

purpose of being laid before the Board of Revenue the accompanying copy of a correspondence with Mr. Seth Sam relative to his proposition for a compromise of the Suit brought by him against the Zemindar of Sheragunga to recover the amount with interest of a Bond obtained by him for intended services in England towards procuring a favourable decision in the Appeal before the Privy Council, together with copy of the Decree of the Civil Court at Madura in Mr. Sam's Suit which I was only able to obtain on the 9th Instant.

I beg to express my opinion that Mr. Sam's proposition is not deserving of consideration.

(Signed) R. D. Parker
Collector

No. 125.

Madura 24th October 1849

To

The Secretary to the Court of Wards

Sir,

I have the honor to forward copies of 2 Precepts from the Civil Court at Madura with copies of extracts from the proceedings of the Sudr Adawlut which accompanied them, by which the estate of Sheragunga is declared to be relieved from the attachment of the Courts and placed under the immediate control of the Court of Wards and I am referred to that Court for instructions on the question of the mode in which persons who obtained assignments of grain for money payments or service previous to the estate being taken under my charge should obtain satisfaction of their claims.

As an alteration of the establishment at the present moment when the accounts of the Jummabundy are under preparation would attend with considerable inconvenience, I beg leave to postpone the step until my Report has been submitted, when I will address the Board on the subject.

In the mean time I request to be informed whether I am to be guided in the question of assignment by the opinion expressed by the Court of wards in their proceedings of the 28th July last.

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(Signed) R. D. Parker
Collector

No. 627

Madura 3rd November 1849.

To
V. Seth Sam Esqre.

Sir,

With reference to your letters of the 17th and 21st August last, I have the honor to state that having submitted your proposition relative to your Suit against the Zemindar of Shevagunga to the Court of wards, they have desired me to inform you that they decline to entertain it.

(Signed) R. D. Parker
Collector

No. 147

Madura 4th December 1849

To
The Secretary to the Court of Wards.

Sir,

I have the honor to solicit the sanction of the Court for the repairs to the Teppacolum House belonging to the Shevagunga Zemindary and inhabited by Mr. Baynes according to the accompanying Estimate which was framed by the Town Maistry under the directions of the Civil Engineer who personally inspected the building.

The rent of this House is Rupees 100, out of which the Zemindar maintained an establishment of gardeners with an Ironsmith, Carpenter &c. at a monthly expense of Rs. 55-8-0 Rs. 20 per mensem has also been recently paid for some furniture. Mr. Baynes having

brought to my notice the exhorbitancy of the latter charge in proportion to the value of the furniture, I consented to reduce it to 10 Rupees per mensem which is a fair sum with reference to its quality and quantity on condition of the reduction of the establishment to 33 Rupees per mensem by dismissing the Ironsmith & Carpenter. The rent for may & June was expended unknown to me by the Zemindar's Vakeel who had been accustomed to receive it on the completion of Cook room & godowns, but as these were falling down, I have allowed the charge to pass. The subsequent rent, minus the cost of a renewing the covering of the surrounding Pandal, is in hand & amounts to Rs 225-12-2

I shall endeavour further to reduce the expense of the garden.

(Signed) R. D. Parker
Collector

No 148

Madura 4th Decr 1849.

To
The Secretary to the Court of Wards

Sir,

1 A house belonging to the Shevagunga Zemindar situated at Madura on the north bank of the River Vigay, has been long occupied by Mr de Fonseclaire, who on the 15th February 1839 gave an agreement in writing to pay a monthly rent of 7 Rupees, keep the house in repair & pay the Government the quit rent.

2 The stipulation regarding quit rent has been fulfilled, but the house is in a very dilapidated state and no rent having been paid since the commencement of Mr de Fonseclaire's tenancy the sum due up to the end of May last was 875 Rs

3 In reply to my application for this arrear, & an explanation in regard to the repair Mr de

Fondeclaire has informed me that the abovementioned agreement, which was given to me by the guardian of late Samaskum Peshcar to the deceased Zemindar, was annulled by the Rajah himself a few days afterwards & must have been kept without his knowledge, & adduced in corroboration of this statement the facts that the late Zemindar never made a demand for it, and that in a suit instituted by Lingamootoo Natchiar an account rendered by the Defendant the late Zemindar mentioned that the House bore no rent. As respects the present state of disrepair, Mr de Fondeclaire states that he had fulfilled the agreement "or otherwise it "would have been impossible for him to have occupied "it for upwards of 9 years, and he could safely say that "it is now in a better state than when he entered it "with the exception of the outhouses which being built "of mud could not last for ever and having fallen down it "could not be expected that he should build new ones" In reference to a further letter from me intimating an intention to refer this question to the Court of Wards, he has expressed his readiness to defend the action at law"

4 In the answer given by the Zemindar to the Civil Court which must be the account referred to above I find that it is stated "The Quit rent is "paid and the repairs continue to be made, but no "rent is paid. Moreover there is no trace of a demand "of rent by the Zemindar"

5 The guardian construes the expression in the answer regarding rent to imply only that it had not been paid and that it was not payable and I am of the same opinion but combining the statement in the answer with the fact of the Zemindar having so long failed

to enforce the agreement. I think it very doubtful whether a suit in Court would be successful either as regards rent or repairs. The known circumstance of Mr. de Fondeclaire having taken an adverse side to the Zemindar with the consequent inference that the latter would be indisposed to lend him a house rent free would lend force to the evidence in favor of the Plaintiff afforded by the document in his possession; but on the other side it would be alleged that a loan of the house without rent was scarcely a greater favour than to permit its occupation on the trifling rent of 7 Rs. when it was worth 30 Rs. per month and to allow this rent to go undemanded.

6 Under these circumstances and as Mr. de Fondeclaire has now relinquished possession I would not recommend a Civil suit, by which alone the terms of the agreement can be enforced.

7 Referring to the Board's concurrence in the wish expressed by me that the Zemindar might be brought into Madura for his education, I have the honor to submit an estimate framed by Asst. Surveyor Mason and which has been seen by the Civil Engineer, for the repair of the above mentioned house amounting to 3394-15-4. The work therein entered is required to put the house in a substantial state of repair as a dwelling house for a European; but in addition the guardian asks for a mud wall all round at a small distance from the house to secure the privacy required by native habits. The estimate for this by my maramut Gomastah is 1103-15-. As the compound has no wall or fence of any kind this appears necessary also to me. He wishes moreover, to substitute a terraced for a tiled roof, but tho the additional expense would be full 1500 Rs. he

offers to get the whole work executed for 4000 Rupees.

8 I would recommend that this offer may be accepted, as the amount of repairs cannot be completed for this sum by the Government Servants, though the object may be effected by his personal exertions.

9 There is at present a large balance of Peishcush against the Zemindary, but the grain in hand from the Melwarom of F. 1258 is estimated to be more than sufficient to cover it.

10 Copy of the correspondence with Mr. de Fondclaire is sent herewith.

(Signed) R. D. Parker
Collector

No. 153

Madura, 28th Decr. 1849

To
The Secretary to the Court of Wards
Fort St. George

Sir,

1 At the request of the Guardian to the Minor Zemindar of Sheevagunga I have the honor to solicit Sanction for the disbursement of Rupees 3500 from the funds of the Zemindary for the performance of the ceremony at the first anniversary of the death of his father the late Zemindar. the expense of a similar ceremony of the elder brother of the deceased Zemindar being reported to have amounted to the same sum.

2 Of the balance of Peishcush for fusly 1258 outstanding up to end of November last Viz. Rs. 118000, Rs. 25467 have been since collected and there is a balance still due of Rs. 92533 which will be recovered from the ready money Balance and value of grain sold amounting together to Rs. 105,000. There are also balances on account of former years due to the estate which are under investigation.

(Signed) R. D. Parker
Collector

No. 13 9

87 173

To Madura Meylore 15th February 1

The Secretary to the Board of Revenue

Sir,

With reference to Para 3 of the Proceedings of the Board dated the 22d October, I have the honor to transmit a Statement shewing the detail of the Manoverthee or domestic Sibbundy of the Minor Zemindar of Sevagunga as it now stands, the alterations which after consultation I propose.

2 It will be seen that after including the English Teacher at 50 Rupees sanctioned separately by para 4 and grass for animals, the total expense is brought down to Rupees 741-8 as per Month.

3 The only guide which I possessed independently of the limitation of expenses to 1/10 the Peishcush by Law, was the allowance to the Minor Zemindar of Ramnad. In her case no detailed Sibbundy or expenses for food were sanctioned but an allowance in the Gross of Rupees 1000. I have collected the detail of her Establishment as far as I could and exhibited it in a seperate Column of the Statement. Though it is less than the Sibbundy proposed for Shevagunga, it will be borne in mind, that the large balance of allowance was most probably applied to secure many services here seperately exhibited. On the whole the charge for the Minor of Shevagunga will fall within 1000 Rupees, while at the same time it includes a superior Establishment of Teachers and many servants which a female would not require. I confess that but for the fear of running counter to the religious feelings of the family, I would recommend a considerable reduction in the Establishment of Bramins.

4 I have directed a reduction according

to the revised list, from 1st Proximo.

(Signed) R. D. Parker
Collector

No. 17

Madura 5th March 1850

To

The Secretary to the Court of Wards

Sir

With reference to the 2nd Para of the Extract from the Proceedings of the Court of Wards dated the 29th October 1849. I have the honor to submit herewith a statement prepared with reference to the accounts furnished by Ameenahs of the respective Talooks in the Zemindary of Shevagunga shewing the amount in rice on assignments and ready money due to the Establishment for 3 years Vizt Fuslies 1256 - 1257 & 1258 previously to the Zemindary coming under the control of the Court of Wards, and I beg to request the sanction of the Court of Wards for the payment of the same Vizt Rs 6112 - 14 - 5 in kind & Rs 2038 - 4 - 3 in cash

2d

I beg to inform you that a quantity of paddy equal to the sum due in kind is in deposit in the Villages.

If so much detail is not required, I shall be obliged by information to this effect.

(Signed) R. D. Parker
Collector

No. 29

To

Madura 21st March 1850

The Secretary to the Court of Wards

Sir

With reference to the Board's endorsement calling for a report on Petition No. 2242 of 1849 in which the Petitioner requests the continuance of the allowance of 10 Cully fanams per mensem said to have been paid from the revenue of the Terooppovanum Talook from a long time prior to the permanent settlement on account

88

Received from G. J. Fischer Esq.re the sum of Company's Rupees (617 12 11) Six hundred and Seventeen, Annas twelve & Pice Eleven; being the rent of the house belonging to the Sheevagungah Zemindar (Minus 157 3 1 the Costs of tindals & repairs) from August 1847 to February 1850 both inclusive at 25 Rupees per month

(Signed) R. D. Parker
Collr

Madura
7th March 1851

Received from C. R. Baynes Esq.re the sum of Company's Rupees (165. 15 – –) One hundred & Sixty five & Annas fifteen being the Balance of Rent of the Teppacolum Bungalow belonging to the Minor Zemr. of Sheevagungah for the months of January & February 1850. minus authorized charges –

(Signed) R. D. Parker
Collr

Madura

of the daily ceremony of Beharchanay Cuttalay to Pooshpara-naiswara Swamy at that place, I have the honor to state that during the attachment of the Zemindary for arrears of revenue in 1832, Mr Viveash the then Principal Collector continued the allowance - but in 1838 when it had fallen again under attachment, Mr Blackburne refused it on the ground of the Zemindary having been assumed under the orders of the Court of Sudr Adault in pursuance of their Decree in favor of Oongamootoo Natchiar. In accordance with the latter precedent the allowance was discontinued on the estate being brought under charge of the Court of Wards.

Under the above circumstances, I beg to recommend the Petitioners claim for the favourable consideration of the Court.

(Signed) R. D. Parker
Collector

No. 30

To
Madura 21st March 1850

The Secretary to the Court of Wards

Sir,

I have the honor to submit my report on the Jummabundy Settlement of the Shevagunga Zemindary for Fusly 1258 with statements as per list enclosed.

2. The death of the late Zemindar took place on the 3rd February 1849 and was reported by me on the 5th. A further report was made on the 20th February 1849 and the order of Government dated the 23rd March 1849 for taking the Estate under the Court of Wards was received on the 30th March 1849 and carried out on the 4th April 1849.

3. The collections which had been made up to this period by the Zemindar and his officers are exhibited in Statement No 2 at Rupees 152062-1-7, the amount of Peishcush paid being Rupees 42000.

Teeraspoovanum and Coliarcoil between the months of August and September 1849, the System being the same as that pursued under the Zemindar and under assumption from Fusly $\frac{1246}{1837}$ to Fusly $\frac{1254}{1845}$.

5 The peculiarities of this system having been explained in Mr Blackburne's report of the 30th October 1837 it is not necessary to advert to them on the present occasion any further than by stating that the greater part of the Revenue from Nunjah land is collected by a division of crops, the Melwarom share of which is sold to Merchants and that of the Poonjah lands are for the most part assessed in money.

6 The season in this part of the District was upon the whole unfavourable. In some of the Northern Talooks the quantity of rain amounted to the average but the North eastern monsoon having failed in the South and East the remaining Talooks of Shevagunga were ill supplied particularly the Nunjah lands dependent on the "Vigay" the moderate freshes in which were nearly absorbed before they reached the limits of the Zemindary.

7 The annexed statement exhibits the revenue of the Fusly in comparison with that of the preceding year Fusly 1257 and setting aside the villages assigned to the present Zemindar in his father's life time and the Cuttancor Zemindary neither of which entered into the latter, shews a decrease of Rs 11942-6-3-6. From this however should be deducted the Peshcush of the Cuttancor Zemindary 1363-15-6 which is included in the receipts of Fusly 1257 but not in those of F 1258 the decrease will then be 10206-2-4.

8 Including the revenue from the Minor's Villages now assumed and the income of the Cuttancor Sub Division Zemindary the Revenue of the year was 4,29866-5-9

Abstract Settlement

Section	Items	As per the Zemindar's Settlement of Fusly 1257 (Rs a p)	As per the Circar Settlement of Fusly 1258 (Rs a p)	Increase (Rs a p)	Decrease (Rs a p)
As per the Zemindar's settlement of Fusly 1257	Nunjah including Waraput, Varsayput and Teervaput	317345 7 10	229648 1 8	–	87697 6 2
	Nunjahmal Poonjah including Waraput & Teervaput	44355 11 7	20283 4 7	–	24072 7 –
	Poonjah including Waraput & Teervaput	28235 13 2	32988 – 6	4752 3 4	
	Poonjah garden only in Teervaput Tenure	3386 11 9	3630 2 9	243 [illegible]	–
	Total	393323 15 4	286549 9 6	–	106774 5 10
	Swarnadayem Straw &c.	24096 7 8	22046 6 9	–	2050 – 11
	Total	417420 7 –	308596 – 3	–	108824 6 9
	Village Rent	12756 10 8	9256 10 8	–	*3500 – –
	Quit Rent of Dhurmasanum &c.	67492 13 6	67755 – 3	262 2 9	⊗ –
	Revenue of Pollipet	12643 8 –	5279 8 6	–	7363 15 6
	Fixed Village Rent	2041 13 –	2041 13 –	–	–
	Chank	400 – –	400 – –	–	–
	Total	95334 13 2	84733 – 5	–	10601 12 9
	Total	512755 4 2	393329 – 8	–	119426 3 6
Villages enjoyed by the Minor Zemindar in his father's life time	Nunjah including Waraput, Varsayput & Teervaput	–	13148 – –	13148 – –	–
	Nunjahmal Poonjah including Waraput & Teervaput	–	391 3 4	391 3 4	–
	Poonjah including Waraput & Teervaput	–	1163 7 3	1163 7 3	–
	Poonjah garden in upon Teervaput Tenure	–	81 – 10	81 – 10	–
	Total	–	14783 11 5	14783 11 5	–
	Swarnadayem Straw &c.	–	1102 5 1	1102 5 1	–
	Total	–	15886 – 6	15886 – 6	–
Villages comprising the Cuttanoor Sub-Division & taken under Amanee in Fusly 1258 [?]	Nunjah including Waraput, Varsayput & Teervaput	–	15154 – 5	15154 – 5	–
	Nunjahmal Poonjah including Waraput and Teervaput	–	1655 7 4	1655 7 4	–
	Poonjah including Waraput & Teervaput	–	1794 2 7	1794 2 7	–
	Poonjah garden only on Teervaput Tenure	–	330 6 4	330 6 4	–
	Total	–	18934 – 8	18934 – 8	–
	Swarnadayem Straw &c.	–	1717 14 –	1717 14 –	–
	Total	–	20651 14 8	20651 14 8	–
Grand Total of the 3 Items	Nunjah including Waraput, Varsayput & Teervaput	317345 7 10	257950 2 1	–	59395 5 9
	Nunjahmal Poonjah including Waraput & Teervaput	44355 11 7	22329 15 3	–	22025 12 4
	Poonjah including Waraput & Teervaput	28235 13 2	35945 10 4	7709 13 2	–
	Poonjah garden only on Teervaput Tenure	3386 11 9	4041 9 11	654 14 2	–
	Total	393323 15 4	320267 5 7	–	73055 9 9
	Swarnadayem Straw &c.	24096 7 8	22886 9 10	770 2 2	–
	Total	417420 7 –	345133 15 5	–	72286 7 7
	Village Rent	12756 10 8	9256 10 8	–	3500 – –
	Quit Rent of Durmasanum &c.	67492 13 6	67755 – 3	262 2 9	–
	Revenue of Pollipets	12643 8 –	5279 8 6	–	7363 15 6
	Fixed Village Rent	2041 13 –	2041 13 –	–	–
	Chank	400 – –	400 – –	–	–
	Total	95334 13 2	84733 – 5		
	Grand Total	512755 4 2	429866 15 10	–	82888 4 4

* The late Zemindar gave an Agar Village Thessipachelly to his elder sister Mahamay Natchiar on a fixed rent from Fuslies 1254 to 1257. The said Village was brought under Amanee in Fusly 1258 — hence the Decrease.

⊗ The Peshcush on Cuttanoor held under Amanee in Fusly 1258.

9 From diminished cultivation of Nunjah, Nunjamailpoonyah and Pooyah Waraput and a lower price counterbalanced in a small Degree by a larger average produce per chey and Cooroochum and an increase in the Teerwaput cultivation of all descriptions there resulted a net decrease of 106,774-5-10 to which adding a loss of 29[illegible]-[illegible]-11 in the value of straw and other ready money products and 3500 the Quit Rent of the Village Theroopachetty granted by the late Zemindar to his sister Mohamay Natchiar but now resumed and deducting an increase of 262-2-9 in Dhurmasanum Beriz the total decrease amounted to 112062-4-0 as above stated.-

10 Statement No 7 in the packet shews the calculation of this decrease in detail.-

11 It will be seen from statement No 4 that of Rs 4,29866-15-10 the amount of settlement Rupees 292,071-7-8 had been collected up to the end of December last, leaving a balance of 137795-8-2 which up to the end of February had been reduced to 95,699-3-1. The cause of the slow realization of the Revenue is owing to the receipt of the greater part thereof in kind. This is sold towards the end of the Fusly by auction to the highest bidders on an engagement to carry it away and pay for it within a moderate fixed period which they generally exceed.-

12- Statement No 8 exhibits the demand Collection & Balance of Peshkush up to the end of February last. To cover the balance 47961-2-7 there remains to be collected for grain 90,609-9-6 and ready money 5089-11-7.

13 Among the collections entered in this Statement it is necessary to explain the item of receipts from the Zufted Villages. These are Villages included in the Istimrar assets & afterwards alienated, some previously to the estate

being formerly held under management (when they were resumed) and some subsequently. Owing to the late period of the year the greater part of their income had already been appropriated. It was not thought advisable, therefore, to include them on Ayen on the accounts of the Fusly under review, but the receipts from them above the Poroopoo are entered under the Head of Extra Revenue. A list of them accompanies this Report. The sum of 1000 Rupees was the amount of institution fee expended on the withdrawal under court's order of a suit instituted by the late Zemindar for the recovery of the endowment to the Piramalay Devastanums.

14 I transmit an account Particular of the Law charges which is the only item among the disbursements which appears to me to require special notice.

15 The decrease of one in the number of Chuttroms is owing to the Nareecoody Chuttrom having been transferred to the management of the Huckdar who renders his accounts direct to the Hoozoor Cutcherry.

16 The last Fusly in which this estate was under the former management of the Collector was 1253 with which the Court will naturally make some comparison. The total Jummabundy of that year including resumed Villages was 405,185-7-10, while that of the fusly under report excluding those Villages & Cuttanoor Subdivision was 409215-1-2 & adding the resumed Villages at the amount of their settlement in fusly 1253 to 4,34,741-6-4 the settlement of the year under review therefore, though considerably below that of fusly 1257 contrasts favourably with that fusly 1253.

17 The number of Villages borne on the statement No 2 for fusly 1253 was 845 $\frac{5\frac{3}{4}}{16}$ and in that of Fusly 1258-839-$\frac{13}{16}$

18 I annex an abstract in explanation of the difference The Villages resumed by the Zemindar are Shykalatoor which was held subsequent to the permanent [illegible] by the late Shevacamy Natchiar of Ramnad & the Villages of the Cuttanoor Sub Division Zemindary. The Villages deducted are Clyatangoody granted on a permanent rent and after being resumed by the Zemindar released by the late Principal Collector in 1844; & 34 $\frac{13\frac{3}{4}}{16}$ Villages alienated since Fusly 12[illegible] & included in Statement No 9.

Abstract Statement of Villages

	No of Village	Peingoos
As per settlement of Fusly 1253	845 $\frac{5\frac{3}{4}}{16}$	5/16
Add from Fusly 1254 to 1258		
Shykalatoor Village gifted by the Zemindar from Shevacamy Natchiar	1	"
Cuttanoor Sub Division Zemindary Villages resumed under Decree of Civil Court	29	"
	30	"
Grand Total	875 $\frac{5\frac{3}{4}}{16}$	5/16
Deduct		
Villages granted by the deceased Zemindar to his relations, have been resumed but not brought to account in Fusly 1258	34½	5/16
Clyatangoody Village restored by the late Principal Collector	1	"
Remainder	35½	5/16
According to the Summary of Fusly 1258	839 $\frac{13\frac{3}{4}}{16}$	"

19 The Cuttanoor Sub Division enjoyed since the 11th Decr 1822 by a seperate Proprietor on payment to the Zemindar of a proportionate Pesh-

kush was awarded to the Shevagunga by a Decree of the Civil Court dated the 10th April 1847. This Decree has been reversed by the Sudr Adault and the Precept for delivery received on the 16th Instant. The guardian is desirous of appealing to the Queen in Council & for this purpose is now drafting a petition pending the receipt of which I suspend my opinion of the propriety of the step which prima facie seems inadvisable.

20 Some private & purchased lands of the Zemindar entered in Statement No 11 which were alienated have been resumed, & the produce entered under Sevoy Jumma. The propriety of this step is under my consideration & will form the subject of a separate Report.

(Signed) R. D. Parker
Collector.

No 38

Madura 15th April 1850

To
The Secretary to the Court of Wards.

Sir, I have the honor to transmit copies of the Decrees of the Civil Court of Madura & Sudr Adaults relative to the Cuttanoor Sub division, and the Appeal which the Gurdian to the Minor Zemindar of Shevagunga proposes to prefer to Her Majesty in Council against the latter.

2 The appeal Petition having only been received by me from the Guardian on the 6th April in Tamul, I have had little opportunity of weighing it's arguments but as the time of appeal is fast expiring and the soundness of the Decree of the Sudr Adault seem to me quite clear. I do not delay it's transmission.

3 The Registry of the Sub Division of

Cuttanoor comprising 29 villages in the name Mootoo Ramalinga Tever natural son of the then Zemindar of Shevagunga in virtue of a deed of gift was sanctioned by the Board of Revenue on the 27th May 1822 after the correspondence noted in the Margin.

To Bd 20 Dec 18[illegible]
Frm Do 24 Do
To Do 21 Nov
Frm Do 29 D
To Do 23 April 1822

4. The Civil Judge decreed the resumption of the Zemindary on the ground that the transfer had not been previously sanctioned by Government, but as a gift must to a certain extent be made before it can be registered, the intent of Section VII Regulation XXV of 1802 which prescribes the course to be pursued would appear to be that the gift shall be of no legal force until registered. Moreover, the Court of Sudr Udault on the 17 September 1832 declared that an unregistered transfer is invalid only as against the Government.

5. The ground on which the Civil Judge decided in favour of resumption cannot therefore, I think, be sustained; the objection made in Para 2 of the appeal Petition appears to me an improper one for the Zemindar to urge; the assertion in Para 3 of the same Petition is negatived by Para 7 of the Sunned Istimrar; the question of the legality of the transfer under the Hindoo law has been set at rest by the opinion of the Pundits of the Sudr Udault, and finally the objection grounded on the insufficiency of the Peishcush apportioned seems to me of no avail whatever against the transfer and to come too late even to procure a revision of its amount, the 10 years prescribed by Regulation I of 1819 having long since expired.

6. I deem it just to the Civil Judge to state that I am aware that in a letter to the Sudr Udault he has pointed out that section XII Regulation

XXV of 1802 was quoted by him by an oversight for section VIII of the same Regulation.

(signed) R. D. Parker
Collector

No. 42.

Madura 19th April 1850.

To
The Secretary to the Court of Wards.

Sir,

With reference to my letter of the 15th Instant, I have the honor to transmit copy of an address to me by Cotty Iseyar the guardian of the Minor Zemindar of Shevagunga urging an appeal to the Queen in Council against the unfavourable Decree of the Sudr Udault in the Cuttanoor subdivision case.

I have expressed my opinion that the Decree of the Sudr Udault is a sound one, but it would occasion me great regret if this opinion were taken without the fullest consideration and I beg to draw the attention of the Court more particularly to the 2nd Para of the address of the Guardian, in which he argues that the Question put to the Pundits of the Sudr Udault was not such as to draw forth their answer on the true merits of this case. I consider that the Estate was self acquired, having escheated and been subsequently conferred on Gowry Vullaba Tever the grantor of the Sub Division by a Sunned Istimrar & I do not think that his brother, assuming him to be undivided, possessed any rights in the indivisible property of the Zemindary during the life time of the Zemindar and the Question of the Sudr Udault, therefore, appears to me sufficiently full, but I would beg to suggest that the Government Vakeel of the Sudr Udault who is thoroughly acquainted with the case should

be personally interrogated on the subject.

I beg also to forward Translation of a Rejoinder filed by the Istimrar Zemindar to a suit brought against him in the Ramnad Court by the widow of Mugdvs Shervagarn which is brought forward by the Guardian because it contains an allegation that the lower castes are slaves to the Maravers and the offspring of Maravers by concubines of those castes have no title to power - to which doctrine expressed by the Istimrar Zemindar himself, the act of the same Zemindar now in question viz. the gift by him of the Cuttanoor Sub Division to his son by a concubine of the Culler caste is alleged to be opposed -

(Signed) R. D. Parker
Collector

No. 49.

Madura 26th April 1850.

To
The Secretary to the Court of Wards.

Sir,

With reference to the Petition addressed to the Court of Sudr Udault by the Vakeels of Ranee Longamatoo Natchiar on the 18th Ultimo forwarded with your Proceedings of the 11 Instant received last night, I have the honor to request the opinion of the Court whether it was competent to me to have attached the Shevagunga Estates previous to the receipt of the authority of the Governor in Council to take it under charge of the Court of Wards, and whether I possess legal power to compel the servants of the late Zemindar to account for sums received & disbursed during the life time of the late Zemindar & while it was in his possession or subsequently between the date of his death & the date of the assumption of the Estate under charge of the Court of Wards the Section ... Regulation V of 1804 appears to me to forbid such interference.

(Signed) R. D. Parker
Collector

No. 51

Madura 30th April 1850

To

The Secretary to the Court of Wards

94 / 185

With reference to the Proceedings of the Board under date the 22nd October, I have the honor to report that I reappointed the Manager Subaputy Pillay to the Shevagunga Zemindary on the 18th Instant with the Establishment sanctioned on the 23rd March 1849.

(Signed) R. D. Parker
Collector

No. 53

Madura 30th April 1850

To

The Secretary to the Court of Wards (See Pro. of Court of Wards 2[illegible] June 1850 [illegible])

1. With reference to the Petition dated 18th ultimo presented to the Sudr Udault by the Rawnee Ungamootoo Nachiar, I have the honor to report the circumstances of the Village of Velliyattaore belonging to the Shevagunga Zemindary.

2. The Records of this Cutcherry do not contain a detailed account of Villages prepared at the time the Permanent Peshcush was fixed, but only an abstract in which the number is stated at 1937 and the total Deriz at Pons 361203 - Fs 8½ - or S.P. 125626 - Fs 13 - C 45. In Tye Fusly 1226 (1817) Mr Peter obtained a list of Villages amounting to 2035 11½/16 or deducting the Poliputs of Varapoor & Careesaput to 1936. In this List Voliathaore is entered as a [illegible] Village assessed at Pons 86 - Fs 9 - Rs 105 - 9 - 9. In a Cadjan List of Maniums & Parohor Villages signed by the Zemindar and dated Roodirskaree (1803) it is not entered.

× Note
Cullum Mercal 408 - 4 Vereyan @ 3½ Fs per Cullum

3. Its yearly income or Melwarom, however is far greater than this being stated in the Suit brought by Ungamootoo Nachiar at Rs 1581 - 13 - 11 - and the cause I understand of so great a difference between the yearly value and the amount entered in the Zemindary assets, was that the Village had previously to the Permanent Settlement been enjoyed on a Quit Rent of 105 - 9 - 9 by Anendarayen and others and had been purchased (that is to say the difference between the full Merwarom and the Quit Rent had been purchased) by the Zemindar previous to the permanent Settlement. This accounts for its denomi

nation of Serootheloo.

4 Veliyathoore was held as the private property of the Zemindar till 1829 or thereabouts. It was then given to Velli Natchiar the daughter of the Istimrar Zemindar. Whether by her father or his successor Mootoovadooga Tever is a disputed point not apparently material to my present purpose. Zemindar Bodaogooroosamy Tever wished to resume it but was referred by the Magistrate to the Civil Court. On the 8th May 1837 the whole Zemindary was attached by the Collector under directions consequent on the Decree of the Sudr Court in favor of Ungamootoo Nachiar, but this Village (except of course the low assessment) seems to have been considered private property as it was attached in June following among other Dhurmasanum Villages of Velli Natchiar for an arrear of Poroopoo. On receipt of proceedings dated the 30th April 1838 from the Sudr Adaulut to resume lands appertaining to the Shevagunga Zemindary alienated by the father (Mootoovadooga Tever) of the Respondent a fresh order was sent for the attachment of this Village (already under Zuft). The Istimrar Beriz 105-9-9 only was carried to the Ayn Account of the Zemindary and the remainder to the Head of "Kolthrayam" Subsequently Soobramania chetty & Codavelly chetty obtained a Precept from the Provincial Court for selling Veliyathoore in satisfaction of a Decree for debts due by Mootoovadooga Tever son of Velli Natchiar. Against this, Ungamootoo Nachiar petitioned the Sudr Court who directed that the Principal Collector should be required to state "whether or not Veliyathoor be one of the 1936 Villages "included in the Sunned of Melkut or istimrar for Shevagunga and assessed to the Public Revenue". The Collector answered simply "the Village alluded to is included in the Sunned of Melkut Istimrar & assessed to the Public Revenue". He did not state that the Village was Serootheloo nor that the yearly value exceeded, many fold, the amount entered in

in the Zemindary Assets.

5 The Court of Sudr Adawlut thereupon expressed their opinion "that as the mortgager (Mootoovadooga Tever) had "enjoyed that, which was conveyed by the grant to his brother "although the effect of the grant (if the Village is assessed "to the Public Revenue) ceased on the death of the Grantor, the "only regular method of setting the grant aside would be by "a suit against the Party in possession". They further directed that if such suit be brought by Ungamootoo Nachiar within a reasonable time to be fixed by the Provincial Court the sale under their Decree of the Village of Valiyotoor should be suspended till its decision.

6 A Suit No 33 of 18[illegible] was accordingly preferred in the Register's Court of Madura by Ungamootoo Nachiar. It is remarkable that she describes the Village as yielding Rupees 1581-13-11 and paying annually 106-2-0 kist and as having been purchased by her husband and given to the Defendants (Mootoovadooga Tever's) mother Velli Nachiar by the Father (Zemindar Mootoovadooga Tever) of the 2d Deft. The 1st Deft pleaded that the Village was the gift of the Husband of the Plaintiff that is by the Istimrar Zemindar in 1829. The Register considered that the Main Point in the case was whether the Village was granted to Velli Natchiar by the Husband of the Pltff i.e. the Istimrar Zemindar or by the father of the 2d Defendant and finding that the former was the fact decreed for the Defendant.

7 In Appeal Suit 342 of 1843 the Civil Judge confirmed this Decree but on different grounds. He considered that the suggestion of the Sudr Court was made to the Pltff in her capacity of Zemindar for the time being, whereas she had brought her action on the ground that the Village was the private and purchased property of her Husband the late (Istimrar) Zemindar and formed no part of the Ayn property of the Estate & had reiterated this plea in her

Date of Appeal Decree 14th Septr /47

Appeal

appeal. He observed that the answer of the Collector had indisputably proved Veliyataure to be an ayn Village and as such it could not form the subject of a question of private right, but was recoverable only by suit on the part of the Zemindar for the time being which Appellant had ceased to be.

8 The terms of this Decision gave rise to a Suit No. 15 of 1847 by the Zemindar lately deceased in which he averred that the Village was alienated as a Sevvertham by his father (Zemindar Mootoowadooga Tever) and claimed a right to resume it. He afterwards filed a Razeenamah conferring the Village to Ramanaden chetty who had purchased it from the Defendant on payment of the annual Poroopoo as per Istimrar. From this chetty, it has since been obtained by Koty Joseyar on the same terms.

9 This is a narrative of the case. It is evident that both the Sudr Udalut and the Civil Court were led to suppose by the answer of the Collector that the Village was assessed to the full Revenue and was an undoubted Ayn Village. Framed as the question was however, the same answer might have been returned for an undoubted Quit Rent Village. Which it should be considered is a point on which I am not prepared at present to express an opinion.

10 Under the opinion of the Sudr Udault of the 28th October 1839 it is certain that this Village cannot be resumed into the Ayn without an award to that effect by a Civil Court. The result of a suit is doubtful. On the side of the present Possessor is the fact of the low assessment entered in the detailed accounts and the admissions of its being private property contained in the Plaints (original & appeal) of Ungamootoo Nachiar, and in the Razeenamah of the Zemindar last deceased; On the other hand is the non-entry in the list of 1803 among the Poroopoo Villages. The order of the Sudr Udault of the 28th October 1839 and the Decree of the Civil Court in O.S. 342/1843 do not appear

to weigh on either side, as both Courts not having had the circumstances of the case fully before them would not it is probable feel themselves bound by the opinion then expressed. Such being the case, I do not consider it advisable to institute a Suit at the present moment even should the Court of Wards deem it proper to do so at all. because a few weeks may transfer the Zemindary into other hands. but should the whole Zemindary be awarded to the Minor by the Sudr Court the justice of bringing an action and probability of success may then be considered.

11 As a cause for discontinuing the guardianship of Coty Iyengar which is evidently the great object of the Petitioner, I consider his purchase of the Village wholly insufficient. Considering his intimate knowledge of the affairs of the family & Agency on behalf of the Minor's Father and Uncles in the original Suits, the loss of his services could not be replaced. Besides, his office of Guardian is perfectly distinct from the Management of the Estate. That is in the hands of a person with whom he is too much at enmity to admit of a fear that they should combine to injure the Estate.

12. I enclose copy of the Sudr Udaults Proceedings of the 28th October 1839 and of the Razeenamah in O.S. 15 of 1847 & will forward also copies of the Decrees of the Register and Civil Judge in O.S. 33 of 1840 and A.S. 34 of 1843 when I can obtain them from the Court which is out of my power at present as the Judge is absent for 5 days.

13 The Court of Wards has not stated whether it expects from me an answer to Ingamootoo Nachiars Petition. I shall consider the various statements and draw out a short answer as quickly as I can without neglecting the general business of the District.

(Signed) R. D. Parker
Collector

Madura 11th May 1850

To

The Secretary to the Court of Wards

Sir,

With reference to Para 12 of my letter of the 30th ultimo, I have the honor to forward copies of the Decrees of the Register and Civil Judge in O.S. No 33 of of 1840 and A.S. No 342 of 1843 respectively regarding the Village of Velleyattoor in the Shevagunga Zemindary.

(Signed) R. D. Parker
Collector

No 62

Madura 13th May 1850

To

The Secretary to the Court of Wards

Sir,

I have the honor to bring to the notice of the Court of Wards that the Guardian of the Minor Zemindar of Shevagunga has reported to me that Namaseevoya Tever brother of the late Zemindar has obtained the verbal permission of the Sudr Adawlut to give in an answer to the Appeal of Ungamootoo Nachiar He was desired, I am informed, to present it before the adjournment of the Court which he failed to do but expects that it will be admitted when the Court reopens.

It appears to me that Namaseevoya Tever can have no concern in the Suit during the life time of the Minor and his brother on the ground of his being the undivided brother of the late Zemindar, granting that he is such, and that to admit him to defend the appeal, because he alleges that the marriage of the late Zemindar with the mother of the Minor was illegal is prejudging that question. If the Court take this view, I think it important that they should instruct the Government Vakeel to move the Court to cancel their permission because it is currently reported that Namaseevoya Tever and Ungamootoo Nachiar have combined & I fear that the former will endeavour to protract the Suit & to betray

the cause to the latter.

The Sudr Udault would seem to have originally deemed Ramasevoya Tever incompetent to plea as they sent him no notice of Appeal.

(Signed) R. D. Parker.
Collector

No 341

Madura 14th May 1850.

To
The Civil Judge of Madura

Sir, With reference to my Return dated the 20th March last to the Precept of the Civil Court of the 18th Idem directing me in execution of a Decree by the Sudr Udault to cause Cuttanoore and 28 other Villages forming part of the Zemindary of Sheraqunga to be placed in possession of Gowreevullaba Tever, I have the honor to state that this Individual having arrived from Madras and appeared before me yesterday, I had arranged to see his Vakeel in the course of the day for the purpose of settling the steps to be taken for the surrender to him of the Cuttanoor Zemindary but prior to this being done received the Urzee of which the accompanying is a copy with the enclosures which I submit in original from Ramasawmy Tever asserting a right to part of the Sub division Zemindary and calling upon me to place it in the position in which it was held before the Decree of the Civil Court. Under these circumstances, I request instructions whether to deliver the whole 29 Villages at once into the hands of Gowry Vullaba Tever - or to enter into an enquiry with the view of ascertaining the rights of the alleged Coparceners and making restitution accordingly - or to refer both parties to the Civil Court for such enquiry, refraining in the mean time from execution of the Precept.

(Signed) R. D. Parker
Collector

Madura 18th May 1850.

To

The Secretary to the Court of Wards

1 In reference to the Petition presented by Ingamoortoo Nachear to the Sudr Adawlut on the 18th March last, I laid before the Court on the 30th Ultimo the case of the Village of Velliyattoor. I now proceed to notice the other allegations.

2 On a careful perusal of the Petition, some of the Paras will be found to contradict the others; or at least the same thing will appear to have been produced in a different shape in more than one place so as to appear a fresh fact.

3 Such being the case, the shortest and clearest mode of answer that I can adopt will be to furnish the Court with a brief narrative of my proceedings in charge of the Estate.

4 I shall omit all reference to the assertions of the Petitioner in regard to the Expenditure and waste in the Zemindar's life time; as enquiry on this subject seems to me to form no part of my duty except in so far as it is necessary to enable me to report on debts claimed to be due.

5 Passing at once to Para 19 of the Petition, I beg to state, that Mr Ratliff on the 1st February 1849 forwarded an account he received on the 30th January at Shevagunga shewing a balance of cash of Rupees 139-10-. in the Head Cutcherry at Shevagunga & of 3335-14-2 in the Talook Treasuries. From the Chittah of the Zemin Cutcherry it appears that on the 3rd February 1849 the cash in the Head Cutcherry at Shevagunga amounted to Rupees 441-13-8 and that Rupees 3149-8-. were remitted from the Talook intermediately between that date and the 3rd April 1849. The balance in cash when the Estate was taken charge of by the Court of Wards was Rs. -10-11 only, the remainder having been disbursed in payment of Establishments and House expenses. The balance of 58-10-. entered in the Account Current No 5 forwarded

with

with my report of the 21st March last was a sum lying in the Huzoor Cutcherry to the credit of the Zemindary. The 10 ... should perhaps have been added to it but is included in the entries below. On my expressing surprize at the smallness of the Balance, Costy Iseyer the Samoogum Peshcar mentioned that the Zemindar was accustomed to give money to his wives and offered to ask them. He was desired to do so and brought word back that all the Ladies of the Palace denied the possession of money except Pitchummaul the Putta Stree who acknowledged receipt of 20000 Rupees given by the Zemindar. The circumstance was made*
*27th Septr 1849 known to the Court of Wards. This is the only 20000 Rs reported by Costy Iseyer. Mahamay Nachiar never notified such a sum. Her name is probably mentioned by mistake for Pitchummaul. The Sherestadar has no recollection of the examination of the accounts of fuslies 1254 and 1255 to which allusion is made as having shewn a balance of Rs 34000.

6 Under the System of management pursued by the Zemindar very little cash was remitted from the Talooks to his Head Treasury. It was his custom to borrow money as required from Sowcars and in repayment to grant Tunkas (assignments) for money or grain (sometimes before it was reaped) on the Talook Cutcherries by which Tunkas were given on Villages. The delivery of grain according to those Tunkas and the receipt of accounts from the Villages & Talooks was a slow proceeding. Hence the accounts remained long unadjusted in the same manner as a Collector's accounts remain unadjusted in the Audit office till the necessary sanctions, receipts &c are produced.

7 The Statement furnished by the Seemay Cutcherry shewed a balance on the Jummabundies of Fuslies 1256 & 1257 of 5,88529-15-9 unadjusted.

8 The accounts for this sum except a few thousand

Rupees have now after much trouble been gathered from the Ta-
looks into my Cutcherry and are under examination. A portion ap-
pears to have been discharged by deliveries of grain to parties who
had obtained Tunkas. a portion disbursed in the Talook for pay-
-ment of Salaries, and a portion is a balance (acknowledged or
disputed) still outstanding against Ryots & others.

9- The account alluded to in Para 22 of the Petition as having been furnished by Coloe Josyer and shewing receipts and disbursements each to the amount of Rs 360,000 must I think be the accompanying which was not given by Cooty Josyer but framed from the Chittahs of the Seemay Cutcherry. Though the receipts entered therein amount to 371,658 and the disbursements to 27,029-3-- yet an examination of the details will shew that the entries with the exception of a sum of rather more than Rs 3000 are merely adjustments on accounts received from the Talooks and (as regards debts) from the Samoogum or private Cutcherry of the Zemindar. The disbursements in the Talooks are entered as made and the Loans from Sowcars as contracted previously to the Zemindar's death though the orders from the Samoogum Cutcherry for the entry of a large portion of the latter are dated subsequently. For the purpose of checking the former I have as before stated collected accounts called Rusool Irsals from the Talooks and to check the latter Gomastahs aided by Cooty Josyer who was Samoogum Peishcar, are preparing a statement from the Manooverty or private accounts. Loans were contracted in the Samoogum Cutcherry & notified by Takeeds to the Seemay Cutcherry.

10- I enclose Memorandums of the unadjusted balance at the commencement and at the close of the period embraced by the account, also a memorandum of the account with Ramanaden chetty for his purchase of the rice produced in Fusly 1255 which will explain the mode in which Loans were raised and discharged by the Zemindar. A large Balance appears against the Sowcar for rice but as he alleges that it is more than covered by debts due by the Zemindar I cannot procure its adjustment till the Statement of debts which is now under preparation from the Manooverthy accounts is complete.

11 I shall make no further comment on the obser-
-vations of the Petitioner on the Zemindar's debts, because the Court
of Wards have not yet authorized payment of a single [illegible] except ar-
-rears due to Sibbundy. There is no surplus Balance as yet from
which they could be discharged nor is there likely to be one till
December or January next when the rice of Fusly 1239 is paid for.
I shall, however, submit a proposition immediately in regard to the
rice of various Fuslies in deposite on account of Tunakas to
prevent it's spoiling.

12 The Petitioner is incorrect in stating, in Para 30 that
no Moothendeel account was taken except from the guardian. A form
of Abstract Moothendeel account for Ayn Villages was sent to the
Manager on the 18th April 1849, and an account was furnished ac-
-cordingly on the 10th May prepared on accounts received from the
Talooks which are very full and specific as to the remittances of
money & grain to the Hoozoor, disbursement of them for Talook Es-
-tablishment & other expences or delivery to persons having assign-
-ments. At the Jummabundy which occupied more than 2 months,
accounts were taken from the Curnoms and compared with the
accounts previously received. The discrepancies were not great and
were fully explained. The Petitioner cannot be earnest in arguing
that a preliminary examination of all village accounts and docu-
-ments should have been made throughout the Zemindary con-
-taining 8 Talooks.

13 The same Moothendeel account was taken for the
Minor's Villages as for the Ayn and the same comparison at the
Jummabundy. In regard to the alienated Villages which were
sequestered, investigation was made at the Jummabundy as to
the portion of their Beriz received by the Grantees previous to the
sequestration. When it is considered that the Enamdars had
ample warning of the Zemindar's death and were well aware
from former experience that their Villages would be attached
it is not to be supposed that they would leave much Warem
rice in the Villages to fall into the hands of the Manager
eventually appointed considerably after the harvest.

14 In Para 29 Petitioner states that in 50
Cowle Villages the increasing cultivation was annually examined
and

and rated and thus it continued until taken under the Court of Wards. This is not true. The increasing cultivation is said to have been measured in the time of the Petitioner's husband Gowry [illegible] [illegible] Sing, but his successors for many years levied a fixed [illegible] -ment on each Village which was the course pursued during the former attachment and in Feby 1237. At the suggestion of the Manager I ordered a measurement to be made, which was effected for one village but the ryots exclaimed against the proceeding as a breech of contract and produced some documents which shewed that their opposition was not with -out colour of right. Such being the case, I directed that all documents bearing on the case should be collected & forwarded to me with a view to a full investigation and that in the mean time the Settlement should be made on the principle pursued for a great many years past including the period of the former attachment, a measure the propriety of which can scarcely be doubted. It is only now that I have been able to collect the bulk of the documents which had become scattered among different hands & records. Of course such an extensive enquiry will be a work of time.

15 I beg now to notice some assertions in various Paragraphs of the Petition which do not relate to the ordinary revenue administration of the Estate.

16 Though the house at [illegible] inhabited by Mr Fischer, and the Bond for 10500 the deposited as security in the Cuttanoor Case were purchased in the name of Doolly Sing yet he has always represented them to me as the pro -perty of the Zemindar, and for the former rent is now received on account of the Estate and the latter is held by the Civil Court at the command of the Court of Wards when the Decree of the Sudder Adawlut in the Cuttanoor case shall have been fully executed.

17 Such of the purchases here alluded to as have been

18 (10) [17]

been really made were effected during the life time of the Zemin-dar and I have been informed from the Private funds of Cooty Iosey[er]. The Paragraphs are perhaps intended as part of the inculpation of the conduct of Cooty Ioseyer under the Zemindar and not subsequently.

Para 26 — 18. Reported to the Court of Wards on the 27 November 1849. The only question seems to be, whether I should have been justified in seizing the money and articles by force. I think not.

Para 27 — 19. I passed through the Courts of the Aramanay several times & observed no collection of materials and doubt very much that any quantity had been collected there for building a Bungalow but I have directed enquiry to be made whether materials had been prepared in an enclosed Park 2 miles from Sevagunga. If any they must, I think have consisted of timber only or I should have noticed them when riding through the demesne.

Para 28 — 20. Before the Estate was taken under the Court of Wards, Cooty Ioseyer the Samoogum Peishcar did certainly inform me that there were some Jewels in the Palace which had been brought for the inspection of the Zemindar but the purchase of which had not been completed and that the Merchants had come to demand them back or payment. I concurred in his opinion that it was expedient to give them back to the Merchants. I apprehend that the Merchants were legally entitled to them.

Para 31. To Court of Wards 11 May 1849 23 Feb 1850 — 21. The Court are aware that the Para comparing the allowances of the Minor Zemindar with those of the

Minor Zemindar of Ramnad contains a gross misrepresentation; that I never recommended an allowance of 2000 Rs to the Minor himself but that the whole monthly disbursement for Relations, Guardian, and Minor amount to about this sum which the Court never desired me to reduce to 800 Rs; & that moreover the allowances for the Private Establishment of the Minor Zemindar of Ramnad, though differing in detail, were on the whole as large.

22 In the last para the Petitioner states that waste & misappropriation however well intentioned may be the Guardianship of the Court of Wards, cannot be adequately restrained "while Cootee Iyer is allowed to hold the influential office in which he has been placed." That office is the Guardianship of the Minor & is wholly unconnected with the management, receipts & disbursements of the Estate, which under the Court of Wards are superintended by a person very unfriendly to him. The application of the Petitioner is wholly unsupported by the reasons which she adduces. It is very natural that she should endeavour to disconnect from the interests of the Minor, the person who conducted the suits for the estate on behalf of his father and uncles and thus deprive him of a most important Assistant in the appeal now depending; but I trust that whatever may be the opinion of the Court as to the Economy or Extravagance of the late

101 199

No. 428

Madura 8th June 1850

To

The Civil Judge
of Madura

In further return to the Precept dated the 16th March last and with reference to your letter of the 15th May last, I have the honor to inform you that Official Notice has been given to the Village Officers of each village in the Cuttanoore Sub Division of the Shevagunga Zemindary that the orders given to them by the Ameen of the Civil Court to pay revenue to the Zemindar had been cancelled, and that they should in future conduct themselves exactly as they did before the receipt of those instructions; and that they have given attachees acknowledging receipt of the Notice

I have the honor
&c &c

(Signed) R. D. Parker
Collector

Zemindar under Cooty Soseyer's influence, they will consider it unnecessary and improper to displace him from a situation in which he has no power to evil, but wherein his information, experience and abilities are indespensible to their Ward.

18th May 1850
Madura
(Signed) R. D. Parker
Collector

No 401

Madura 31st May 1850.

To

The Civil Judge of Madura,

Sir, With reference to Precept of the Civil Court under date the 16th March last, I have the honor to observe, that the Decree of the Sudr Udault in A.S. No 53 of 1847 relative to the Cuttanoor Subdivision Zemindary makes no mention of Mesne Profits. I request instructions therefore whether or not they should be delivered to the Appellant. If your answer is in the affirmative, some difficulty will arise in regard to a division of the same between the appellant himself, and his alleged coparceners. Probably however the parties may agree among themselves on this Point, or consent to a settlement thereof by myself or others, & I refrain therefore from troubling you with it for the present.

(Signed) R. D. Parker
Collector

No 83

Madura, Shevagungasomething
18th June 1850.

To

The Secretary to the Court of Wards,

Sir,

According to the accompanying account,† 54872-2-3⅜ of Paddy and Grain belonging to the Fuslies of 1255-1256 and 1257 and valued at the price of the year at 86,934-5-3 remain undelivered to the Contractors.

† Columns 13 and 14

2 These Persons assert that money is due to them from the Zemindar's estate more than equal to the value of the Grain. To ascertain these and other facts relating to the Estate, I have collected accounts but as their intricacy will render examination a work of time and the Grain is in danger of spoiling, I deem it advisable to request the instructions of the Court regarding its disposal.

3. The greater part of the assessment being received in kind late in the year, the Government Peshcush due earlier dates could be discharged only by the Zemindar being so far in advance of his expenses as to be able to apply the proceeds from the grain of one Fusly to the payment of the Peshcush of the year succeeding, or by his borrowing in anticipation of the crops. The latter system was pursued in Shevagunga, and when some of the Creditors afterwards obtained contracts for the grain, orders were issued from the Samoogum to the Seemay Cutcherry to enter the instalments falling due as paid from the Loan, & to the Talooks to carry all Grain delivered as paid for. In the Seemay Cutcherry account, the last instalment was first entered as discharged, and again as a Byaz

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Balance to await a final settlement of accounts with the Contractor.

4. If the Estate were in the uncontested possession of the Minor, I should feel no difficulty in suggesting that the Balance of Grain should be delivered to the Contractors on their giving an agreement to pay any sum that may appear due on a settlement of their accounts. The Balance of Peshcush for fusly 1258 is more than covered by the sum deposited by the contractors of that year which will be carried to account at an early period on the adjustment of their accounts. To meet the large Balance for fusly 1259 there is the whole Paddy Produce of the year, besides balances of former years. The claim of Ungamootoo Nachiar however is a considerable obstacle. Any money that may not have been given for this very Grain of Fusly 1258, she may perhaps argue, Constitutes a private debt of the late Zemindars, not payable from the produce of the Estate.

5. In the choice of difficulties however, I still think it expedient to make the Grain over to the contractors on their giving the agreement above mentioned with the addition, that should the Estate be decreed to Ungamootoo Nachiar they will be responsible for any claim she may make in regard to it.

(Signed) R. D. Parker
Collector

No 446

Madura Thooramcoorchy 19th June 1850.

To
The Civil Judge of Madura
Sir,
With reference to your Precept dated the

16th March last, & to my letter dated the 8th Instant, I have the honor to bring to your notice that the Decree of the Sudr Adawlut relative to the Cuttanoore Sub Division Zemindary does not mention Mesne Profits. Although therefore it would seem natural.ly to carry these with it, I shall be at a loss how to proceed on an application for them, which I may expect & shall be glad of instructions in anticipation.

Some further difficulty may arise from the Coparceners, but as they seem at present to agree with their Principal, I refrain from troubling you with that Point on the present occasion.

(Signed) R. D. Parker
Collector

No 85

Madura, Shoverenoovenchy 19th June 1850.

To

The Secretary to the Court of Wards.

1 Having received Urzees from Pichemmaul Natchiar the Putta Stree of the late Zemindar of Shevagunga, stating that the guardian had falsely represented that she acknowledged 20,000 Rupees and the Putta Aroonaul to be in her possession, & accusing him and Murgumaul Nachiar sister of the late Zemindar of having taken above one lac of Rupees and some precious stones &c from the Mansion house soon after the death of the Zemindar. I proceeded to Shevagunga for the purpose of investigation.

2 I took the deposition of Pichummaul Nachiar, translation of which is enclosed, from behind a Purdah and afterwards examined the Witnesses mentioned, together with the Gomastah who wrote an

Urzee dated the 28th April 1849 / which is signed with her name and unequivocally acknowledges possession of the 20,000 Rupees and Putta Aroonal / and the Manager Sabapuity pillay.

3 The result convinced me that Pichimmal Natchiar's disavowal of her former Urzees is untrue. The Court will observe that she asserts that at a former interview which I supposed I had held with her from behind a Puradah, she was personated by Mahamaul Natchiar. I do not credit the Statement. Mahamaul Natchiar resides in a different house. On the former occasion alluded to I was taken to exactly the same place / which is the residence of Pichamaul / as on the present, and feel certain that the voice which addressed me was the same.

4 I do not exactly remember whether the detention of the 20000 Rupees then formed the subject of conversation, but I think it did, and if her name had been fraudulently used, she would then have told me of the fact. The Gomastah heard her give directions to Cooty Iseyer who repeated them to him, after which he went to a Verandah close by and wrote out the Urzee; and finally the Manager, an undisguised enemy of the Guardian, admits in his deposition that he was called on one occasion to her apartments, and heard her, / she spoke behind cover / say that she would give an answer to my demand for the money in 4 days. He has no doubt of the voice being hers as he is accustomed to it.

5 To account for her coming at length to the knowledge that her name had been thus fraudulently used, she said that the Guardian read to her my last Memoran

-sum calling for the money that this was in Chittray but she
12 April-May
had been unable to write to me till now.

6 This appears to me an incredible story. If the Guardian had used her name unknown to her for nearly a year, it is most improbable that he would reveal the fact to her at last without any greater necessity than had previously existed. And with respect to the delay in writing to me, it is to be observed that she is not a friendless female, but has a brother nearly 40 years old who formerly sued for the Estate, and who scolded the Guardian very freely in my presence.

7 I must mention further as regards the deposition that there was much whispering behind the Purdah while it was being given.

8 With respect to the abstraction of the money by Mahamaul Natchiar, Pichammaul Nachiar states that her information was derived from 3 females. These persons depose to the fact, but differ from her and from each other in all these particulars in which persons telling a previously concerted story could differ.

9 I have also information from the Manager that a short time ago, fifteen hundred Rupees were paid by Pichummaul as arrears of Quit Rent Poroopoo on her Durmasanom Villages in money obtained from the one of the rooms mentioned in her deposition, that the key was obtained from the Guardian who was at Madura (who admits the fact) and the bags bore the name of one of the Villages held by the Minor (now resumed) from which it was collected. This being the case, it is plain

that the whole of the money could not have been removed by the Guardian or Mahamaul Nachiar soon after the Zemindar's death.

10 As Pichammaul desclaimed property in any money contained in the rooms mentioned, I was released from all scruple in examining them. I therefore sent to the Guardian for the keys. He applied for them to Pichummaul who said they were not with her. Consequently I caused the rooms to be broken open in presence of Pichummaul's brother, the Guardian, the Manager and some public servants, but found nothing except Rs 46-11-11 lying in a small Swamy Closet wrapped in a ragged cloth, which were recognized as part of a Kanickay or offering given to the Government Vakeel at Madras for the Trippetty Pagoda, but sent by him owing to his scruples as a Mussulman to the Zemindar and a small trinket in a box. The money, I think, should not be carried to the public account, but kept in deposite till some one of the family goes to Trippetty.

11 The truth of the case appears to me to be this. That the Guardian, Pichummaul and Mahamaul Nachiar were in good terms at the time of the Zemindars death, & that whether the sum lodged in the depositories in the private apartments amounted only to 20,000 Rupees or much more, Pichummaul was a party to its detention and consented to and signed the Arzees written in her name that there has since been a quarrel owing to Pichummaul appearing more in public than is usual

for a young widow so soon after her husbands death and that she has now removed the money from the former depositaries to some other place and made this accusation.

12. I believe that the female Witnesses saw nothing of what they mentioned. One of them asserted that she was dismissed in consequence, yet though I have myself been several times at Sheragunga and also Mr. Ratliff and Mr. Hodgson & on one occasion the object of our visits within short intervals of each other was the investigation of an alleged murder by Mahamaul Rauchiar when her enemies did their utmost to inculpate her, no information of the fact now mentioned by the Witness was given to us. Pichummaul Rauchear also by her own avowal was acquainted with this robbery of her son after Mahamaul had personated her in an interview with me (which was in May 1849) she would not have failed to communicate it to me within the year which has since elapsed.

13. While, however, I express a decided opinion that the accusation of Pichumaul is groundless I would beg to be understood as not deeming it improbable that at some time previous or subsequent to the death of the Zemindar money may have been removed from the Palace. On this point I keep my mind open to any information that may be afforded by accounts or the course of events.

14. I have received some information regarding the [illegible] which leads me to doubt whether it belonged to the Rajah. Its cost is said to be included among his debts the accounts of which are under examination. When I arrived at the Stone, I will make more particular enquiry

15.

(166/109)

15 - - - I am induced to make this Report to the Court of Wards, not as expecting any instructions thereon; but as relating to circumstances with which, in the position of the Estate, it is fit they should be acquainted.

(Signed) R. D. Parker
Collector

No. 86.

Madura Shoveganoorichy 2[illegible] June /50

To

The Secretary to the Court of Wards

Sir, A Promissory Note for Rs 10,500 deposited in the Civil Court as security for the Mesne Profits of the Cuttanoore Sub Division Estate in the Shevagunga Zemindary now finally adjudged to the Grantee by the Sudr Adalut will soon fall to the Minor's Estate on the execution of the Precept. I have the honor to request instructions whether to sell it or keep it in deposite. As the Zemindary is in arrear for Peshcush and may be awarded soon to another party, I would recommend the sale. Should the Court concur, it will be necessary to forward the Note to Madras as it will not find a Purchaser at Madura. but I am not aware whether the usual course is to transmit it to the Court's Secretary for sale or to the Accountant General.

(Signed) R. D. Parker
Collector

No. 89

Madura Maylore 25th June 1850.

To

The Secretary to the Court of Wards

Sir, I have the honor to report the death of Rawna Lingamootoo Nachiar Appellant in the Suit for the Sheva-gunga Zemindary now pending before the Sudr Adawlut

and to transmit copy of an Urzee to my address bearing date the 22nd Instant received by me this morning with copy of its Enclosure purporting to the Copy of her Will in favor of Siwmia Nachiar daughter of her sister Purvadaivurdainy Nachiar and the Tunned Zemindar of Shevagunga Goury Vullaba Tever.

The death was made known to the authorities at Madura on the 24th Instant I imagine that the Will is inconsistent with the Hindoo Law and therefore inoperative, and that the Minor is Zemindar of Shevagunga without legal opposition until some one may sue him through the Civil Courts.

(Signed) R D Parker
Collector

P.S.

The Tamul paper are without translation as I am without a Translator on Circuit and it is desirable to save a Post.

(Signed) R D Parker
Collector

No 95.

Madura 4th July 1850.

To

The Secretary to the Court of Wards.

Sir,

In my letter of the 25th Ultimo reporting the death of Ungamootoo Nachear, I expressed a supposition that the appeal would abate in consequence of her death. This seems to be the general opinion, but as its correctness may be disputed, I have the honor to lay before the Board Copy of the Genealogical Table of the family of the Tunned Zemindar filed by the Plaintiff in O.S. No 4 of 1832 Provincial Court Southern Division.

2 The Wives of the Zemindar are now all dead.

3.

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3 — Of the 5 daughters then living one Velli Nachiar is dead. The other 4 are alive. Sowmia Nachiar is the Individual mentioned in the alleged Will of Ungamootoo Nachear.

Of the Children of Velli Nachiar, the eldest son is alive On his behalf, his mother brought O.S. No. 4/1832 in the Provincial Court Southern Division and Appeal Suit No 11 of 1835 Sudr Udault which were both dismissed. The Court of Sudr Udault however gave no further opinion against the Appellant than that a daughter's son could not succeed before a surviving Widow.

5 — — Velli Nachiars daughter is Pichemmaul, the Principal widow of the late Zemindar and the Mother of the Minor.

6 — — I believe that one of the 2 other sons of Velli Nachiar is dead and the other alive, but not being further informed as to the existence and state of the several grand children of the Sunned Zemindar, I have called upon the Guardian for a Report, the substance of which I will communicate to the Court.

7 — I have acceded to the Guardian's request that the Minor (who as alleged heir to her Husband is alleged heir to Ungamootoo Nachiar also) should be allowed a moderate sum to perform the funeral ceremonies which pertain to that Character. I desired him to fix the lowest amount possible which he states to be 500 Rs. This I understand to be moderate and request may be sanctioned in consideration of the importance attached to it by Hindoos as an assertion of right of inheritance. Time did not admit of my applying for previous sanction.

(Signed) R.D. Parker
Collector

No. 101

Madura 15th July 1850

To

The Secretary to the Court of Wards

Sir,

With reference to the Board's Proceedings of the 24th Ultimo, I have the honor to state that the Guardian reports that he bought the Village of Velliyathoore with his own money on 20th Arpasee Plevenga (which was more than a year before the death of the late Zemindar) and has enjoyed it ever since. It was understood to be in his possession when the Estate was taken under the Court of Wards.
4th November 1847

2. Pichummaul Nachiar, the widow of the Zemindar asserts that the Purchase money was obtained by loan in the name of the Zemindar among whose debts it will be found. I have not yet been able to discover such an item among the debts.

(Signed) R. D. Parker
Collector

No. 100

Madura 15th July 1850

To

The Secretary to the Court of Wards

Sir,

With reference to my letter of the 4th Instant I have the honor to transmit translation of a Statement furnished by the Guardian of the Minor Zemindar of Shevagunga exhibiting the state of the Grand Children of the Sunnud Zemindar.

(Signed) R. D. Parker
Collector

No. 110

Madura 25th July 1850

To

The Secretary to the Court of Wards

Sir,

During the Settlement of the Shevagunga Zemindary being made on a division of produce which is disposed of in the course of the succeeding fusly, the Peshcush has been considerably in arrears since the Estate came under the Government management. I have the

Fuslies	Amount of Inter.[est] Rs
1258	17950 - 4 - 2
1259	5555 - 11 - 6
	23505 - 15 - 8

the honor to request that you will inform me whether Interest should be charged on the Balances.

The amount of Interest for Fusly 1258 & 1259 would amount in the aggregate to Rupees 23505-15-8 as shewn in the Margin.

As arrears are not recoverable after the termination of a Government Management during a minority, I should suppose that on the same principle they are not subject to Interest pending the Management.

(Signed) R. D. Parker
Collector

No 555

Madura 1st August 1850

To
G. F. Fischer Esquire
Madura.

Sir,

I have the honor to request you will be good enough to remit the amount of Rent due for your occupancy of the House belonging to the Minor Zemindar of Shevagunga from March last up to July both inclusive.

(Signed) R. D. Parker
Collector

No 123

Madura 6th August 1850

To
The Secretary to the Court of Wards.

Sir,

I take the liberty to report on the accompanying Petition No 1394 of 1850 by letter as I am desirous of submitting the former Petition alluded to.

2 The Petitioner accuses of Cooty Iseyer and others of having just before the death of the late Zemindar "while he was not in possession of his right senses" made away with 15000 Rupees worth of Pounds, sterlings with some precious stones &c and further states that when this was brought to the notice by Petitioner and

Manamadura Veerabudren of the Collector in February 1849 when he was at Shevagunga he made no enquiry on the subject.

3 A translation of the Petition presented by Petitioner and Veerabudren on 13th February 1849 is herewith transmitted. It will be seen that it contains no mention whatever of the abstraction of the "10000 Rupees worth of Pounds sterling or precious stones" but only stated that Cooty Iyer and Mahamoo Nachiar during the time the late Zemindar was in possession of the Estate acquired an influence over him and amassed considerable wealth from the profits.

4 This urzee I certainly did not enquire into, because I conceived that I had no power to do so. It was quite lawful, I imagine, from Cooty Iyer and Mahamoo Nachiar to induce the late Zemindar to make them large presents and I have no doubt whatever (indeed it is not denied) that he did so, though not nearly to the extent stated by the Petitioner. Assuming this to be the fact, it did not appear to me that it disqualified Cooty Iyer from the office of Guardian, for which, in consequence of his former position and connexion with the numerous & important Suits pending, he was particularly competent & almost if not quite indispensable, the Guardian not having the management of the Estate.

5 As regards the expediency of calling upon the Petitioner to prove his present charge, coupled as it is with the false assertion I have exposed, I beg to be favoured with the instructions of the Board. Independently of its vague nature, it is made by Post, more than a year after the death of the Zemindar, by an avowed adherent of Ramasawmy Tever who is desirous

107 / 15

of dispossessing the Minor of the Estate and is therefore interested in depriving him of the aid of the person most competent to oppose his claims. The chief point for consideration, however, is whether the enquiry will serve any purpose, as the abstraction is stated to have taken place during the life time of the late Zemindar who, when Mr. Ratloff visited him very shortly before his death, was in possession of his senses.

(Signed) R. D. Parker
Collector.

(L.S.)

To
The Ag. Sub Collector in charge
Madura,

Herewith you will receive an Extract from the Proceedings of the Civil Court of this date to the orders contained in which you are required to conform, returning this Precept so executed or good & sufficient reason why it has not been executed & what you may have done in pursuance hereof within V days from & after its receipt.

Given under my hand & the Seal of the Civil Court at Madura this 15th day of August A.D. 1850.

(Signed) L. H. Ward
Ag. Civil Judge

Original is pasted in the Receipt Book

In return to the foregoing Precept accompanied by an Extract from the Proceedings of the Civil Court of the same date, with copy of one from the Court of Sudr Udault of the 8 Instant, the Ag. Sub Collr. in charge of Madura has the honor to state that in pursuance of the instructions contained in the Civil Judge's

letter of the 15th May the Collector issued a notification to the Ryots of the Cuttanoor Sub Division under date the 17th idem that in future they should conduct themselves exactly as they did before the attachment of the Estate & that the previous orders for its sequestration had been cancelled.

2 It will be seen by the enclosed Statement that the sum of Rupees 6814-10-1 was outstanding up to end of May last on account of fusly 1258, the greater part of which being due by Paddy contractors for Paddy sold to them. Its payment to the Appellant was not directed as such a proceeding was not authorized by the Precept issued for the enforcement of the decree, but he was referred to the Civil Court as regards that point on the 28th Ultimo.

3 As respects the balance of about Rupees 15010-2-8 composed of Paddy and ready money appearing in the above Statement on account of fusly 1259 up to the same period the former order of the Collector to the ryots was repeated under date the 13th June thro' the Manager that they should adhere to the order of the proprietor on that head.

4 Of the aggregate sum of Rupees 17149-8-5 collected on account of Fuslies 1258 & 1259 there is a surplus of Rupees 391-1-9 in deposit after deducting the charges of Collection & Peishcush, awaiting the final decision of the higher Court with reference to the correspondence noted in the Margin.

To Civil Judge ... May
To Do 19th June 50
From Do 22d July
with an Encl.

Given under my hand & Seal at Madura this 21st day of August 1850.

(Signed) W. E. Cochrane
Ag. Collr in Charge

110 217

Received from T. M. Apparoo Pillay Merchant and auctioneer the sum of Companys Rupees 170 - - one hundred and Seventy being the portion of the amount sale proceeds of the conveyances of the Minor Zemindar of Shevagunga -

Madura 2^d Septr 1850 (Signed) W. E. Cochrane
Ag Sub Coll^r in Charge

No. 653

Madura 7th September 1850

To
The Civil Engineer 8th Division
Palamcottah

Sir,

I have the honor to forward the undermentioned Statements of actual Expenditure on repairs of Tanks & water courses in the Minor Zemindary of Shevagunga in the Districts of Madura & Dindigul in the year 1849 Vizt.

1 Statement of Ordinary Repairs with an abstract exhibiting works performed to 31st December 1849 Rs ___ 3128-13-0

1 Statement of Emergent repairs of Tanks &c ___ 390-14-0

Total ___ 3519-11-0

Signed W. E. Cochrane
Ag Sub Coll^r in Charge

T. K. Ward Esquire - - - - - - - - - Dr

Rent of the Bungalow at Sheppacolum belonging to the Minor Zemindar of Shevagunga from 1st August to 15th September 1850 @ 110 Rupees per mensem - 165-0-0

Madura 28th Sept^r /50 Signed R. D. Parker
Collector

No. 145

Madura 28th September 1850

To
The Secretary to the Court of Wards
Fort St George

Sir,

Having received a Report from the Guardian of the Minor Zemindar of Shevagunga, that in

consequence of the death of Ungamootoo Nachyar appellant in A. S. No. 7 of 1849 on the file of the Court of Sudr Udault, Booduchi Nachiar & Cotta Nachiar daughters by the 2nd & 3rd wives of the Istimrar Zemindar have presented a Petition to the Court of Sudr Udault to be allowed to prosecute her appeal as next heirs, I have the honor to recommend the discontinuance[×] of the allowance granted to them as members of the Minors family, as I have reason to believe that they are supported by the Parties who advocate their cause & as Ungamootoo Nachiar as whose heirs they now claim received no allowance under the Court of Wards.

× At 20 Rs each per

Signed R. D. Parker
Collector

No. 707

Madura 30th Septr 1850

To
G. F. Fischer Esquire
Madura

Sir,

In reminding you of my letter of the 1st Ultimo, I have the honor to forward a Bill for Rs 175 being the rent of the Bungalow belonging to the Minor Zemindar of Shevagunga in arrears from 1st March to 30th September 1850 being 7 Months at 25 Rs per month & request that you will be good enough to remit to me the amount at your earliest convenience.

(Signed) R. D. Parker
Collector

G. F. Fischer Esquire — — — — — Dr

To Rent of the Bungalow ~~near~~ Theppacolum belonging to the Minor Zemindar of Shevagunga from 1st March to 30th Septr 1850 being 7 Months at 25 Rs per Month Rs 175

Madura
30th Septr 1850

(Signed) R. D. Parker
Collector

No 152

Madura 9th October 1850

To

The Secretary to the Court of Wards

Fort St George

Sir,

Having received a further report from the Guardian of the Minor Zemindar of Shevagungah that consequent on the demise of Ungamootoo Nachiar Appellant in A.S. No 7 of 1849 on the file of the Court of Sudr Udault, Mootoo Vadooga Thaver Son of Velli Nachiar daughter of the 1st wife of the Istimrar Zemindar has presented a Petition to the Court of Sudr Udalut to be allowed to prosecute the appeal as next heir, I have the honor to request the instructions of the Court of Wards whether the allowance of 25 Rs per mensem drawn by him as a member of the Minor's family should be discontinued. As I am not aware that he obtains support from any parties who have undertaken his cause, I am unwilling to recommend the discontinuance.

2 Mootoovadooga Tever's younger brother Dorasinga Tever receives 10 Rs per month and the son of Kotah Nachiar mentioned in my letter of the 28th Ultimo 25 Rs per month. These salaries also it appears to me desirable to continue, that there may be no appearance of a vindictive feeling towards those who take measures to obtain what they are advised are their rights.

(Signed) R. D. Parker
Collector

No 154

Madura 17th October 1850

To

The Secretary to the Court of Wards

Sir

Coll. to Bd 25 Augt 1849
Bd to Collr 6. 6/49

With reference to the correspondence noted in the margin, I have the honor to submit draft of a Plaint I propose to file against Chockalingompillay who after bidding for certain lots of the Melwarom Paddy of the Shevagunga Zemindary

in fusly 1258 failed to pay his deposits.

2 The indulgence granted by the Court of Wards of foregoing the exaction of the loss on the resale on his paying a penalty of 500 Rs was communicated to Chockalingum pillay as soon as his presence could be procured when he gave an agreement to pay the fine within 3 Months, & in default to be responsible for the whole loss on the resale; but as he has failed to pay the fine though the term has long expired & has absented himself from his usual place of residence apparently to evade it, I beg to recommend the adoption of this course & request sanction for filing the Suit at the expense of the Zemindary with a discretionary power to withdraw the same, in event of Chockalingumpillay appearing after the institution of the Suit & paying the fine with Costs of Suit - He possesses some small property in the District which is superintended by his son.

3 Ramasawmy pillay the other defaulter paid the fine of 100 Rupees imposed on him.

4 If the Court of Wards are of opinion that the Suit should be preferred in the name of the Guardian the necessary alterations will be made.

(Signed) R. D. Parker
Collector

No 155

Madura 18th October 1850

To The Secretary to the Court of Wards.

Sir, I have the honor to forward a Advertisement to be published in the Office of the Court of Wards for sale of lands for a balance of the Fish rent of the Konthagay Village, Thiroopoovanum Talook in the Zemindary of Shevagunga for fusly 1258.

The full Rent was Rs 501 of which Rs 256 have been recovered & Rs 245 more will be realized by the sale of personal property. (Signed) R. D. Parker
Collr

No 157

Madura 31st October /50

To The Secretary to the Court of Wards.

Sir, I have the honor to transmit

for the information of the Court of Wards the accompanying copy of the Extract from the Proceedings of the Sudr Adalut under date the 21st Instant directing that appeal Suit No. 7 of 1849 relative to the Proprietorship of the Shevagunga Zemindary be removed from their file but allowing certain parties till the 31st January next to bring a new action for the recognition of their alleged claims.

(Signed) R. D. Parker
Collector

(L.S.)

To
The Collector of Madura

Herewith you will receive an Extract from the Proceedings of the Civil Court of this date to the orders contained in which, you are required to conform, returning this Precept so executed, a good and sufficient reason why it has not been executed and what you may have done in pursuance hereof within IV weeks from and after its receipt.

Given under my hand & the Seal of the Civil Court at Madura this 23rd day of September A.D. 1850

(Signed) J. H. Ward
Ag Civil Judge

(L.S.)

In return to the foregoing Precept, the Collector has the honor to enclose a Statement shewing the Mesne Profits of the Callanoor Zemindary during the period it has been in possession of the Zemindar of Shevagunga & the Court of Wards in behalf of the present Minor and of 4905-2-1 the total amount of the said Profits to forward to the Court the sum of 4557-8-8 agreeably to the letter of the Civil Judge under date the 19th Ultimo written at the instance of Sheshummal holder of a Decree in A.S. No. 57 of 1849, the remainder 347-9-5 having been paid to the person deputed to receive the same by the appellant.

Given under my hand & the Seal at Madura this 1st day of November A.D. 1850.

(Signed) R. D. Parker
Collector

No. 161 Madura 5th November 1850.

To
The Secretary to the Court of Wards.

With reference to the Proceedings of the Court

of Wards of the 28th ultimo, I have the honor to point out that the Suit I proposed in my letter of the 17th Idem to file against Chockalingumpillay was for the whole loss by resale and not for the recovery of the fine to which the Court of Wards allowed me to commute it. He was liable to make good the loss by his original Contract and again, on receipt of the Courts permission for levy of the fine instead, gave an agreement acknowledging his responsibility if he failed to pay the fine. I considered, therefore, that the Civil Courts would not hesitate to admit his liability for the whole loss, while I did not feel the same certainty of their recognizing the validity of the award of a fine, & I entertained the hope that seeing the serious measures taken, the defendant would hasten to pay the fine to avoid the heavier penalty.

2 Should the Court of Wards however, after this explanation prefer the more lenient course of suing for the fine I will make the necessary alteration of the Plaint, pleading that if the defendant be liable for the whole, he must necessarily be responsible for a part.

Under any circumstances, I request authority to stop proceedings on payment of the fine with any costs incurred in the mean time.

(Signed) R. D. Parker
Collector

No 794

Madura 13th Novr 1850

To
The Civil Judge of Madura.

Sir, As desired in your letter of this day's date, I have the honor to forward a receipt on stampt paper of 32 Rs Value for Company's Rupees (10500) Ten thousand & five hundred sent to me thro' the Government Vakeel which had been deposited by Cootty Iseyer on behalf of the Respondent (the late Zemindar of Shevagunga) in Sudr Appeal Suit No 53 of 1847. (Signed) R. D. Parker
Collector

No 809

Madura 19th November 1850

To

The Government Agents Madras

Sir,

Under instructions from the Court of Wards, I have the honor to transmit the under specified Promissory Notes belonging to the Minor Zemindar of Shevagunga & to request that you will dispose of them, and either pay the proceeds to the Sub Treasurer on account of the Peishcush due to Government from the Estate, forwarding his receipt to me, or remit the amount to me by an Accountant General's Bill.

You will observe that Interest for a long period is due on the Bills which have been endorsed over to Accountant General & Sub Treasurer.

(Signed) R. D. Parker
Collector

No		Date		Amount
6491 of 8582	of 1835/36	31st March 1836	Rs	1400
4995	of 1842/43	1st February 1843	Rs	2200
1216 of 2714	of 1842/43	Do		1500
7011	of 1842/43	Do		1700
1218 of 2714	of 1842/43	Do		1000
694 of 1842/43		Do		2100
684 of 1842/43		Do		600
				10500

No 822

Madura 23d Novr 1850

To

G. Fischer Esquire
Madura

Sir,

With reference to your letter of the 19th Instant forwarding an account of charges incurred by you for repairs &c made to the house you occupy, & adverting to the cost of gravel amounting to Rupees 75-14-8 at 18 Bandies per Rupee I have the honor to inform you that according to your account the charges for gravel should be 56-5-5 only. As this causes a difference of Rupees 19-9-8 I shall feel obliged by your correcting the account & forwarding the balance of Rent.

(Signed) R. D. Parker
Collector

P.S. The order on Binny & Co for Rs 79-14-1 received with your letter of the 19th Instant is herewith returned.

No

No 828

Madura 25 Novr 1850

To

The Sub Treasurer

Fort St George

Sir,

I have the honor to enclose a Bill drawn by Messrs Fischer &c on Messrs Binny & Co at Madras No 192 dated 19th November 1850 for C Rs 79-14-1 & request that you will be good enough to carry the amount to the credit of the Shevagunga Estate on account of the rent of a house belonging to it occupied by Mr Fischer at Madura -

Signed/ R. D. Parker

Collector

Received from C. R. Baynes Esquire the sum of Company's Rupees (202-6-11) Two hundred and two anas Six and Pice Eleven being the amount of Teppacolum Bunglow of the Minor Zemindar of Shevagunga for the months of October, November and December 1850 after deducting the charges for feeding bullocks and gardener's wages.

Madura Sholavundan 15 January 1851 (Signed) R. D. Parker Collector.

No 6. Madura, Sholavundan 22d Jan 1851

To The Secretary to the Court of Wards Fort St. George.

Sir,

1 With reference to your letter of the 23d ultimo, I have the honor to transmit translation of a deposition taken from Cotee Joseyer relative to the claim to remission for cocoa nut plants which is the subject of Board Petition No. 2493 of 1850.

2 He supports the statement of the Petitioner that the Zemindar desired him to plant 1000 young cocoa nut trees with a promise to remit 4 anas per tree on the rent but it will be observed that he considered it implied in his verbal contract that the trees should be reared till they become "Orul" that is throw out some lateral leaves × He cannot remember the exact time at which the order was given.

× to arrive at which 3 or 4 years would be necessary.

3 From the report of the Ameen it appears that the date of the order was August or September 1848, and that the claimant did not commence to plant the trees till December 1849 nor entirely complete the plantation till March, while his lease expired in July 1850 and was then given to another person. By the

delay, he put it out of his power to fulfil his implied contract of rearing the trees, and when the Head Sheresta-dar inspected them in October last, those that survived were in a stunted unhealthy condition.

4 My calculation of 42 Rupees included, as the Board observe, the value of the young plants and the expense of planting according to the Estimate of persons acquainted with this species of cultivation. The Petitioner incurred the expense of watering &ca for only 6 months, not 18 months as he asserts, and was reported by the Manager by an error corrected by the enclosures.

5 I laid stress upon the absence of a written agreement, not as discrediting that some order had been given by the Zemindar, but as leaving in doubt the precise terms of that order. According to the information of the persons questioned on the subject, 4 anas per plant was a most exorbitant renumeration for simply planting the trees.

6 Cooty Iyeyer calculates that 3 or 4 years would be required to bring the plants into the state entitling the Petitioner to the remission in his rent at the rate of 4 anas per plant. But as the Petitioner's rent expired at the end of Fusly 1259, rather less than 2 years after the order was given, he may argue that it was impossible that attention for more than that period could be implied in the Contract; and although it is possible that the Zemindar may have anticipated the

the continuance of this man's lease and the further care of the young trees, yet there is no sure ground for such a conclusion -

7 The fairest mode of settling the question therefore, will, probably be to calculate the price of 1000 young plants and the expense of planting and to deduct the total of these 2 Items from 250 Rs the gross amount of stipulated remission and to consider the balance as the estimated allowance for watering &c. for the 21 months intervening between the end of September 1848 and the 12th July 1850 when the lease terminated - This allows some time for planting. Then to allow for 671 young plants watered 6 months at the rate per tree thus obtained.

8 I subjoin a calculation made on this data according to which the compensation to be made to Petitioner will be Rs. 77-14-10 and I request the instructions of the Court on the subject -

Madura, Sholavundan
22nd January 1851

(Signed) R. D. Parker
Collector

No. 7

Madura, Maravangalum
6th February 1851

To
The Secretary to the Court of Wards

To Board dated 5 April 1839
From Do 25 Do

Sir,
With reference to the correspondence noted in the margin, I beg to express my opinion formed from the experience of the past fuslies that the entire abandonment of the system of Julee Thoondoo or requiring the ryots to make good the deficiency in the outturn of the thrashed crop below the Estimate, is inconsistent with the due realization of the government share of

of the Revenue. I have reason to believe that the ryots do abstract considerable quantities from the heaps of grain before the partition takes place, & that they cannot be restrained from doing so except by a fear of having to make good the difference. I would therefore request discretion in this respect. I would not impose the Poolee Thoondoo except on sufficient enquiry and strong suspicion of fraud, and never when the deficit is less than 10 per cent.

I believe that where the Government Revenue was collected on division of produce, the practice of Poolee Thoondoo always prevailed.

(Signed) R. D. Parker
Collr.

No. 10

Madura Maravengolum
5 February/51

To
The Secretary to the Court of Wards

Sir, With reference to the accompanying Petitions 862 & 1402 of 1850, I have the honor to state that the village of Moollyoody was granted on cowle to the Petitioner in 1831 by Bodagooroosawmy Taver on a quit rent of 20-2-5 which was afterwards increased to 54-1-5 on its being discovered that certain Ayn lands had been encroached upon. After the Zemindary was taken under management for arrears of Revenue in 1838, an order was issued apparently in ignorance of the additional quit rent to sequester the Ayn

lands included in the village; but from some mis-apprehension on the part of the Ameen and in the absence of the Petitioner the whole village was assumed. It was restored again by the late Zemindar. On the Zemindary being taken under the Court of Wards, an order was issued to assume all Villages held as Ayn during the former sequestration, in consequence of which the Village was again assumed.

2 - As it seems to have been held on a bonafide Cowle from Bodagooroosamy Tever and an additional Teerva imposed for the land taken in beyond the original Boundaries, I would beg to recommend that it may be restored to the Petitioner on a quit rent of Rs 54-1-5.

(Signed) R. D. Parker
Collector.

No 14

Madura 13 February 1851

To

The Secretary to the Court of Wards.

Sir, I have the honor to forward copies of decrees in Original and appeal passed by the Sub and Civil Courts of Madura against the Guardian of the Minor Zemindar of Shevagunga in a Suit brought by the late Zemindar to cancel the Cowle granted to one Soobaramien of Davacotay. There is obviously no ground for a special appeal.

(Signed) R. D. Parker.
Collector.

No. 28

Madura 4th March 1851

To
The Secretary to the Court of Wards

Sir, I have the honor to recommend that an allowance of 35 Rupees per mensem may be granted from the income of the Shevagunga Estate to Mootoovadooga Tever 1st cousin and Brotherinlaw of the deceased Zemindar.

2 - - - - - This person is the nearest male relation of the Minor Zemindar and his brother & received from Zemindar Bodagooroosamy Tever the village of Conduroyenputty in Survamanium, which is now under assumption in conformity with the precedent afforded during the former attachment. In expectation of recovering this village, he made no application for a money allowance when the maintenance of the family was under my consideration. His wife has an allowance of 30 Rs a month; but this sum does not afford a subsistence for both proportionate to their near relationship to the Zemindar.

3 - - - - - I propose that the allowance commence from the 1st Instant.

(Signed) R. D. Parker
Collr.

Received from C. R. Baynes Esquire the sum of Company's Rupees (188. 5 -) One hundred and Eighty Eight and annas five being the amount rent of Tippacolum Bungalow of the Minor Zemindar of Sheva-

(112) 231

=gunga for the months of January and February 1851, after deducting the charges for repairs to the Bunglow and garde=ners' wages.

(Signed) R. D. Parker
Collector

Madura
5th March 1851

No. 29

Madura 8th March 1851

To
The Secretary to the Court of Wards

Sir,

1. I have the honor to acknowledge the receipt of your letter of the 26th ultimo, requesting, with reference to my letter of the 13th Idem that I will state whether in my judgement the Decisions in Original No. 3/ of 1847 and appeal Suit No. 39/1850 which recognize the right of Zemindar to alienate waste land on a per=petual cowle, may be reconciled with the regulations and correspondence quoted in your letter of the same date relative to the Village of Moolyoody.

2. On inspection of the Correspondence, I find that the Board in their letter dated the 6th June 1831 to the Collector of Chingleput were explicit in their opinion that Section 13 Regulation XXX of 1802 does not legalize the alienation of waste land by a Zemin=dar in perpetuity at a rate below the proper assess=ment; and although the Sudder Adawlut in their letter to Government of the 22nd April 1831 did not express their opinion quite so clearly, I presume that as the letter of the Board is of a subsequent date, they were satisfied that the Court intended by Para 3

to

to denounce cowles for waste of every description and that this opinion was not qualified by the observations in Para 4-

3 With such a doctrine as regard Sashwaly or permanent Cowles I deem the Decrees of the Madura Court referred to in your letter altogether irreconcilable and I would propose therefore to move for their revision-

4 For this purpose, it has been suggested to me by the Government Vakeel at Madura that a motion for review of judgement should first be presented to the Civil Judge of Madura and I will immediately send the Guardian instructions to take this step-

5 The supposition of the legality of Permanent Cowles which has hitherto obtained at Madura, is accounted for by the accompanying copy of an Extract from the Proceedings of the Sudr Udawlut under date the 7 April 1838 in which the Board will observe they acquiesce in Mr. Blackburne's opinion that these are not alienations such as are forbidden by Sect. XII Regulation XXV of 1802 and refrain from ordering them to be cancelled altho' they had directed the resumption of alienations in general

6 Many Permanent Cowles are in operation in the Shevagunga Zemindary regarding which it will be necessary for me to request the instructions of

of the Court of Wards, when the question of their legality has been set at rest. The holders of such Cowles evidently deserve some consideration for the expense they have incurred in bringing waste into cultivation.

Madura 8th March 1851 } (Signed) R. D. Parker Collector.

No. 30

Madura 8th March 1851.

To

The Secretary to the Court of Wards

Sir, With reference to your letter of the 24th ultimo relative to the village of Moolyoody in the Shevagunga Zemindary I have the honor to state that I consider that the restoration of that village on Permanent Cowle tenure is not admissible if the opinion of the illegality of Permanent Cowles propounded in the papers noted marginally in your letter be established, and I beg therefore that the proposition for it's restoration made in my letter of the 5 ultimo may remain in abeyance until the issue of the motion to the Civil Court at Madura adverted to in my letter of this days date relative to that Court's Decree in A.S. No. 39 of 1850, becomes known.

(Signed) R. D. Parker Collector.

No. 39

Madura 5th April 1851

To

The Secretary to the Court of Wards,

Sir, With reference to the Proceedings of the Court of Wards dated 28 October and 18th November

1850, I have the honor to transmit the accompanying copy of a Decree of the Civil Court of Madura in O.S. No. 4 of 1850 awarding the sum sued for by the Guardian in favor of the Minor Zemindar of Shevagunga against the Paddy contractor Chocka-lingompillay. The time of appeal expires on the 30 June. I do not think that the whole sum decreed can be recovered, but I have taken such measures as the law allows to have his property sequestered, & hope at least to obtain the amount of fine which the Court of Wards would have accepted, together with the expences of Suit.

(Signed) R. D. Parker
Collr.

No. 46

Madura 7th May 1851

To
The Secretary to the Court of Wards

Sir,

1 I beg to submit my Report on the Jummabundy Settlement of the Shevagunga Zemindary for Fusly 1259 with the statements specified in the accompanying List.

2 The Suds Udalut having by their proceedings of the 8th October 1849 released the Estate from attachment, a Manager was with the permission of the Court of Wards under dates the 22d & 29th October 1849 re-employed from the 18th April 1850 being as soon as it was convenient to alter again the arrangement of the Establishment. The jummabundy of the Fusly

was conducted by this Officer under the Rules in force, during the Zemindar's administration and in Fusly 1258.

3 The Cuttanore Zemindary with its Mesne Profits were made over to the Appellant in A.S. No. 53 of 1847 agreeably to the Decree of the Sudr Udalut. The income of that Sub Division therefore does not enter into the settlement of the present year.

4 The Cultivation season in this Zemindary which forms the north Eastern portion of the District was very unfavorable for Nunjah. In Paras two and three of my Jummabundy Report on the Government Talooks, for Fusly 1259, it was remarked that the freshes in the "Vigay" were moderate and that they were absorbed by the channels in the Government Talooks before reaching the lands of the Zemindary. Sufficient irrigation therefore was wanting for lands dependant on Tanks & channels supplied from the river; and from the failure of the north Eastern Monsoon, the rain fed Tanks also obtained but little water. The result on the whole as regards Nunjah was a decrease in cultivation, the withering of a considerable portion of the crops; and a low average outturn in those which came to maturity. Showers which fell in August and September were favourable to Poonjah Cultivation which was raised to an extent slightly greater than in the preceding year. The subjoined statement exhibits the comparison at one view.

Fusly	Item	Nunjah Warapput & Teervaput: Cheys		Cootoo		Goon-tehs		Nunjah-meb Poonjah Teervahput & Warapput		Poonjah Warapput and Teervaput: Coorks		Goonts	
Fusly 1258	Total Cultivation	25533	12¾	850	7¼	0	¾	7489	7¾	[illegible]	[illegible]	406766	15¼
	Deduct Sub Division Culn	1332	2⅜	3	8	0	0	427	2⅞	[illegible]	[illegible]	[illegible]	13
	Remainder	24201	10⅜	846	15¼	0	¾	7062	4⅞	6469	[illegible]	[illegible]	2¾
1259	Total cultivation	23755	9⅞	442	1¾	0	12	6851	13 5/16	73146	5	379013	5½
	Deduct the cultivation of the assumed Villages	1412	9 1/16	3	12	0	0	293	1¾	4583	12	14611	3
	Remainder	22343	13/16	438	5¾	0	12	5558	11/16	68562	9	364406	2½
	Increase	0	0	0	0	0	8¾	0	0	3868	18¼	0	0
	Decrease	1858	9 9/16	408	[illegible]	0	0	1504	7/16	[illegible]	0	11898	½

5. The Prices of Paddy & grain were less in 1259 than in 1258 owing to there being a considerable quantity on hand of the produce of former years, and (it is believed) an abundant harvest in Tanjore.

6. The annexed Statement exhibits the money results of the settlement. It is unusually long from the necessity, for the purpose of shewing clearly the causes of decrease, of subtracting the income of the Cuttancoore Sub Division and adding the recent alienations which were carried to the Head of Sevoy Jumma in fusly 1258, but included in the Ayn in the year under review.

Abstract

Abstract Settlement

	Items	As per the Settle-ment of fusly 1258	As per the Settlement of fusly 1259	Increase	Decrease	
		Rs. as. ps.	Rs. as. ps.	Rs. as. ps.	Rs. as. ps.	
As per last year	Nunjah including Waraput, &c Varasayput and Teervaput	242796 1 8	189108 11 4	° ° °	53687 6 4	
	Nunjahmal Poonjah including Waraput and Teervaput	20674 7 11	12659 [illegible] 5	° ° °	8014 12 6	
	Poonjah including Waraput and Teervaput	34151 7 9	34935 13 8	784 5 11	° ° °	
	Poonjah Garden only on Teervaput tenure	3711 3 7	3589 1 1	° ° °	122 2 6	
	Total	301333 4 11	240293 5 6	784 5 11	61824 5 4	Net Decrease Rs 61039 anas 15 - P. 5
	Soornadayem Straw &ca	23148 11 10	21144 11 6	° ° °	2004 ° 4	
	Total	324482 ° 9	261438 1 °	784 5 11	63828 5 8	Do Do 63043 - 15 - 9
Alienations resumed which last year carried to Head of Sequestrations	Nunjah including Waraput Varesayput and Teervaput	° ° °	9997 13 11	9997 13 11	° ° °	
	Nunjahmal Poonjah including Waraput & Teervaput	° ° °	822 13 7	822 13 7	° ° °	
	Poonjah including Waraput and Teervaput	° ° °	2215 15 °	2215 15 °		
	Poonjah garden only on Teervaput tenure	° ° °	204 1 5	204 1 5	° ° °	
	Total	° ° °	13240 11 11	13240 11 11	° ° °	
	Soornadayem Straw &ca	° ° °	1485 13 1	1485 13 1	° ° °	
	Total	° ° °	14726 9 °	14726 9 °	° ° °	
Villages belonging to the Cutcherry [illegible] that were included in the last and have been owing to their retention to the Cutcherry [illegible] excluded from the present year's Settlement	Nunjah including Waraput Varesayput & Teervaput	15154 ° 5	° ° °	° ° °	15154 ° 5	
	Nunjahmal Poonjah including Waraput & Teervaput	1655 7 4	° ° °	° ° °	1655 7 4	
	Poonjah including Waraput and Teervaput	1794 2 7	° ° °	° ° °	1794 2 7	
	Poonjah garden only including Teervaput tenure	330 6 4	° ° °	° ° °	330 6 4	
	Total	18934 ° 8	° ° °	° ° °	18934 ° 8	
	Soornadayem Straw &ca	1717 14 °	° ° °	° ° °	1717 14 °	
	Total	20651 14 8	° ° °	° ° °	20651 14 8	
Total of two [illegible]	Nunjah including Waraput, &c Vareesayput & Teervaput	257950 2 1	199106 9 3	° ° °	58843 8 10	
	Nunjahmal Poonjah including Waraput and Teervaput	22329 15 3	13482 9 °	° ° °	8847 6 8	
	Poonjah including Waraput and Teervaput	35945 [illegible] 4	37151 12 8	1206 2 4	° ° °	
	Poonjah garden only on Teervaput tenure	4041 9 11	3793 2 6	° ° °	248 7 5	
	Total	320267 5 7	253534 ° 5	1206 2 4	67939 6 6	
	Soornadayem Straw &ca	24866 9 10	22630 8 7	° ° °	2236 1 3	
	Total	345133 15 5	276164 10 °	1206 2 4	70175 7 9	
	Village rent	[illegible] 10 8	905 ° °	° ° °	206 10 8	
	Quit Rent of Durmasanum &ca	67755 ° 3	64883 ° 3	° ° °	2872 ° °	
	Revenue of Pollaputs	5279 8 6	12643 8 °	7363 15 6	° ° °	
	Fixed Village rent	2041 13 °	2041 13 °	° ° °	° ° °	
	Chauk	400 ° °	100 15 1	° ° °	299 ° 11	
	Total	84733 ° 5	80719 [illegible] 4	7363 15 6	3377 11 7	
	Grand Total	429866 15 10	364883 14 4	8570 1 10	73553 3 4	

7. From the above it is seen that the settlement of the year was Rs 3,64,883-14-4 being less than that of the year preceding by Rupees 64,983-1-6. In the Villages common to the accounts of both fuslies, there was a decrease of no less than Rs 53687-6-4 in Nunjah which is settled almost entirely on a division of crop. The loss by withered Nunjah [illegible] is included in this. The decrease in the extent cultivated owing to want of water has been exhibited in a preceding statement. Reference to statement No 1 will shew that the average produce per chey also was less by about 1/9 being Cullums 9-2-5 3/16 in fusly 1258 and 8-2-19/32 in the year under review. A further cause of diminution was a considerable fall of rice, the rate per Cullum of the chief produce, Paddy, having been Rs 1-1-[illegible] in fusly 1258 and as 15-11/16 in fusly 1259.

8. The loss by the transfer of the Cuttanoore Zemindary was the difference between a settlement of Rupees 20,651-14-8 in fusly 1258 and the proportion of Peishcush 7363-15-6 which only it paid in the present year, less the expenses of management which were 719-13-2 in fusly 1258. It is evident that the objections made at the time to the sufficiency of Peishcush apportioned on this Sub Division were not without foundation though they were overruled.

9. Of the villages entered in Statement No 9 of the previous fusly, all with exception of only two Vizt Rajapooly Yendul and Vadagoody panayandul, were included in Ayn in the fusly under report. Those two have been delivered to the Cowledars the validity of whose cowles having been subsequently questioned, an enquiry is in progress in regard to them as well as into the complaints of the late incumbents of some of the

Villages

Villages which have been included in Ayn. 121

10. The collections from the above villages amounting to 14726-9-0 formed a set off to the loss of the Cuttanoore Sub Division, as owing to the late period in fusly 1258 at which the Zemindary was taken under the Court of Wards, the greater part of their income in that year had been previously appropriated, leaving Rs 10 only to be collected. From the increase of income under this head, must be deducted the decrease of quit rent 287-2-0 which was obtained from them under the grantees.

Statement No 7

11. The chank fishery was held under Amany from want of offers and the net value of the chanks obtained, after deduction of the expenses is estimated at Rs 100-15-1 only but has not yet been realized.

12. Of the settlement the collections within the fusly were only 137372-7-6 and the subsequent receipts up to the end of January last, 112571-7-2 leaving a balance then outstanding of 164.939-15-8. Of this 106.755-8-6 is the value of paddy in hand. This produce was as usual sold by auction at rates determined by the bids, the purchaser paying when taking it. Owing to the supply in the market being greater than the demand, the contractors remove the produce very slowly. Of the ready money balance, the sum of Rs 4443-15-2 under the Head of Pollipuls is not really due but appears only from an oversight in not immediately adjusting an amount retained for Peishcush on the delivery of the mesne profits of the Cuttanoore Zemindary.

The arrears of quit rent on Dhurmasanum Villages &c are Rs 3433-1-8

Particulars thereof

Amount which will be easily collected	406-12-10
Do to be collected from future income of Villages under attachment	1052-8-6
Do to be collected after settlement of the disputes of certain Villages also under attachment	1045-10-7

Amount to be brought to account from the sale proceeds of the produce of certain private lands of the Zemindar	475 - 15 -
D°: to be collected after issue of final orders by the Manager	48 -
	3029 - 1
Arrears in dispute since a long time	423 - 3 - 2
D° in dispute in fusly 1259	15 - 9 - 0
	438 - 12 - 2
Total	3467 - 13 - 4
Deduct Over collections made	34 - 11 - 8
Balance	3433 - 1 - 8

13. Statement No 8 shews that on the 31st January last there was a balance of Peshcush due to Government for fusly 1259 of 108619 - 1 - 8 which is about equivalent to the the Balance on the settlement, but it should be observed that the collections of fusly 1259 supplied all the charges of fusly 1260 up to the period when the revenue of that year began to be collected amounting to about Rs 13515 - 3 - 7 besides heavy Law charges a large expenditure in Tanks which will tell favorably on the revenue of future years - and the refund to the Cuttanoore Zemindary amounting to 4905 - 2 - 1 - — No 8 — No 9

14. I enclose a statement of the Balances still outstanding in accounts for fusly 1258 amounting altogether to 24309 - 5 - 1 - Of this 8616 - 12 - 0 is the Jamabundy value of Paddy sold in the Zemindar's time to Natchyappa chetty and paid for, though withheld until certain accounts could be examined - and 3265 - 9 - 9 value of grain to be delivered in lieu of an arrear of wages to servants under the orders of the court of Wards under date July 26th of 1849 - Of the remainder there are valid excuses for nonpayment of about 1800 Rs & it will be necessary to bring a suit for recovery of about 2500 more due by a contractor Moodoosawmy Pillay - About Rs 5000 worth of grain is in hand & will be sold when purchasers can be obtained — No 10

No 2

15 This Statement contains the detail of the Jummabundy and I enclose therein an additional statement A explanatory of differences which will be observed in comparison with Statement No 2 of fusly 1258.

16 In consequence of the Zemindary being in charge of a Manager, I have considerably curtailed the length of the various statements but still kept them more full than was the case in regard to the Ramnad Zemindary when in charge of the Court of Wards. I hope that the ample details afforded by statement No 2 of fusly 1258 will prevent the Court being at a loss for any particulars of the statistics of the Zemindary.

17 In conclusion I beg to state that the Minor has studied during the year the English, Tamul and Teloogoo languages. In the former he has made satisfactory progress for his age and the time occupied & he can read & write the other two with readiness. He has resided during the fusly at Shevagunga but a house at Madura belonging to the Zemindary has been repaired for his occupation into which he will move when it is thoroughly dry.

18 During the fusly under Report Ungamootoo Nachiar the appellant before the Sudr Adawlut died. She was the sole surviving widow of the Istimrar Zemindar whose daughters have applied to the Sudr Adawlut for permission to continue the Appeal, a question which that Court had at one time decided in the negative but have again taken into consideration on a renewed Petition.

19 In this uncertain state of affairs, I have done nothing more towards the alterations in the mode of Settlement suggested in Para 15 of the Board's Proceedings of the 22d July last, than to propose them to the Manager's consideration in order that he may ascertain the feelings of the Ryots on the Subject.

Madura
7th May 1851

(Signed) R. D. Parker
Collr

No 47

Madura 9th May 1851.

To

The Secretary to the Court of Wards

Sir,

With reference to the correspondence noted in the margin, I have the honor to transmit copy of an Extract from the Proceedings of the Civil Court of Madura on the application for a review of judgement made in A.S. No 39 of 1850, on the ground that Perpetual Cowles by Zemindars are null and void as contrary to Section XV Regulation XXX of 1802.

To Court of Wards 13th Feb 1851
From Do 26th Do
To Do 8th March
From Do 26th Do

2. The Judge of Madura construes the letter of the Sudr Udalut dated 23rd April 1831 as expressing their opinion &c that "provided the land was actually waste and the Puttah granted "bonâ fide for the purpose of bringing it into cultivation, and "that no fraud or collusion can be shewn – that the terms of the "agreements may be such as the parties shall agree and that the "Cowle may be a lease for ever on a low rent" and he therefore declines to ask permission to review his judgement as prayed.

3. The above opinion is diametrically opposite to that expressed by the Board of Revenue in their letter of the 6th June 1831, which would appear to have been founded on the very same letter of the Sudr Udault, and cautious and somewhat ambiguous as are the expressions of the Sudr Udault, I cannot but think the apprehension of their meaning at which the Board arrived, to be the more correct.

4. It will be observed that the Judge regards the opinion expressed in Para 3. of the letter of the Sudr Udault of the illegality of the alienation of "valuable lands" as having no bearing on the present question. I cannot concur in this view. The Sudr Udault allude to them as the valuable lands as above described – "Now in making use of the term Valuable lands, the Govt. from the context of their letter, evidently adverted to waste lands capable of being made valuable, and the Board must have interpreted the observations

T123 253

of the Sudr Udaulut in regard to these lands, as intimating that they could not be granted on perpetual cowles.

5. I have the honor to request instructions whether I should direct the Guardian to prefer a Special Appeal the time for which having expired on 15 Ultimo, the application must be made to the Sudr Udaulut.

6. In my letter of the 8 March, I informed the Court that Perpetual Cowles having been hitherto considered legal, had been extensively granted in Shevagunga, and that if they should be pronounced null, equity would demand that the grantees should meet with liberal consideration.

(Signed) R. D. Parker
Collector

No. 48

Madura 13 May 1851

To
The Secretary to the Court of Wards.

Sir,

To Court of Wards Dated 31st Dec/50.

With reference to the letter noted in the margin, I have the honor to inform the Court that the Guardian to the Minor Zemindar of Shevagunga has been apprized by the Govt. Vakeel of the Sudr Udault that the Judges have admitted the descendants of the Istimrar Zemindar to prosecute the Appeal of the deceased Ungamootoo Nachiar as supplemental appellants and have given notice that they will hear viva voce pleading in the Appeal on the first monday after the re-opening of the Court - that is on Monday the 7 July.

Bodooka Nachiar, daughter of the Istimrar Zemindar by the 2 wife, and Kotah Natchear and Koland Pearee Nachiar daughters of the 3 wife are represented by the Vakeel Mr. Ochterlony assisted by a Native Vakeel - The other 2 claimants Soma Nachiar daughter of 6 wife & Mootoovadooga Tever grandson by the daughter of the 1st wife appear by native Vakeels.

The

The Government Vakeel, Gholam Moortooza Sahib, who has hitherto conducted the appeal for the Minor is unacquainted with English and has strongly represented to the Guardian his inability to cope with Mr Ochterlony in viva voce pleading - and in reference to the practice of the Courts of other Presidencies whose opinions that Gentleman often quotes with effect. It is also evident that a Mussulman cannot make an efficient reply to a speech the language of which is unintelligible to him. The Government Vakeel therefore presses the Guardian to employ Mr Norton the advocate General or Mr Smyth the Barrister to plead on behalf of the Minor on the coming occasion.

I think that a due attention to the interests of the Minor renders it expedient to adopt the suggestion; and as it is of great importance considering the length of the written pleadings, and complex nature of the evidence that the Pleader should receive his brief without loss of time, I would beg to recommend that the Court of Wards should call for the Govt. Vakeel, and after communication with him, take the necessary steps for the engagement of an able European Gentleman who has qualified to appear in the Sudr Adault; & instruct the Govt. Vakeel to place him in possession of all the facts and bearings of the case.

Madura 13th May 1851. (Signed) R. L. Parker. Collr.

No. 50

Madura 15th May 1851

To

The Secretary to the Court of Wards

1 With reference to my letter of the 13th Instant, I have the honor to submit Translate of a further Urzee from the Guardian of the Minor Zemindar of Shevagunga recommending in consideration of the extent of the Proceedings in the Case that Mr John Norton may be associated with the advocate

Advocate General in the Pleading to take place after the recep-
-tion of the Sudr Udault on the Appeal Suit for the Zemindary.

2 It is desirable to avoid this additional expense if pos-
-sible, and the propriety of adopting the Guardian's suggestion
seems very much to depend on the feeling of the Advocate Ge-
-neral himself in the matter of which the Court should they
communicate with him will be best able to form an opinion

(Signed) R. D. Parker
Collector.

No 54.

Madura Thiroomungalam 31st May/51

To
The Secretary to the Court of Wards.

Sir, In reply to your letter of the 22d Instant, I have
the honor to enclose a Bill on the Accountant General for
Rs 2000 to meet the expenses of European Pleaders in the Suit
for the Shevagunga Zemindary.

(Signed) R. D. Parker
Collector.

No 56.

Madura Dosalamputty 5th June/51

To
The Secretary to the Court of Wards.

Sir, With reference to the extract from the Proceedings
of the Court of Wards dated the 19th Ultimo, I have the honor
to submit a Draft of a proposed Special Appeal Petition
to the Court of Sudr Udaulut from the Decree of the Civil
Court of Madura in A.S. No 39 of 1850 for their considera-
-tion and approval.

2 The term of Special appeal to be calculated
with reference to the Circular Order of the Sudr Uda-
-lut dated the 20th July 1832 will expire on the 11th In-
-stant but under the circumstances of the Courts
adjournment till the 30th Idem, the Petition will
be admitted on the 1st July next.

(Signed) R. D. Parker
Collector.

No. 61

Madura 11th June 1851

To

The Secretary to the Court of Wards

Sir,

I have the honor to submit translate of a Plaint instituted against me as Agent of the Court of Wards and 3 others in O.S. No. 22 of 1851 on the file of the Sub Court at Madura with draft of proposed answer, and to request sanction to conduct the suit at the expense of the Shevagunga Zemindary.

2 - The time for filing in the answer expired on the 12th Ultimo but as the Court adjourned 2 days previously Viz't on the 10th Idem, the term extends to the date on which the Court will be opened when I will apply for an additional month.

(Signed) R D Parker
Collr.

No.

Madura 20th June 1851

To

The Secretary to the Court of Wards,

Sir,

With reference to the Courts Proceedings of the 14th Instant, I have the honor to return, duly signed and attested, two Vakaulthnamahs from the Guardian of the Minor Shevagunga to Mr. Dale and another to enable them to plead on his behalf in the Special Appeal No. 7 of 1849 before the Suddr Udault.

(Signed) R. D. Parker
Collr.

No. 74

Madura 7th July 185[illegible]

To

The Secretary to the Court of Wards

Sir,

I have the [illegible] to acknowledge the Receipt

receipt of your Proceedings of the 4th Instant forwarding Copy of a Letter from Messrs Dale and Boyson, and requesting me to furnish as soon as possible, certified copies of the Documents entered in a List alluded to in the Petition presented to the Sudr Udaulut on the 4th October 1849 by the Vakeel of the Appellant in A.S. No 7 of 1847. My attention is also directed to the fact that the Papers will be required before the 17th Instant, and Messrs Dale and Boyson request that if any of the Documents are a Native language they may be accompanied by a translation.

In stating that I have taken measures to procure the most speedy preparation of the required copies and translations, of which the strength of my Establishment admits, I beg at the same time to intimate, that it will be impossible to secure their arrival at Madras before the 17 Instant, much less in time for the perusal and consideration of Messrs Dale & Boyson and the Counsel engaged by them. If therefore it is material that the Counsel should make himself acquainted with the contents of the Papers & documents before the hearing at present appointed for the 17 Instant, time for that purpose should, I think, be solicited from the Sudr Udault.

On reference to the List you will at once see the difficulty. First it includes the Istimrar accounts of the Shevagunga Zemindary, Comprizing 9 large bundles of Cadjans the simple Copying of which will take a long period much more the translation. I do not think that Messrs Dale & Boyson will be assisted by a perusal of these & probably an explanation of their nature will answer their purpose. I shall therefore attend first to the other documents. 2dly All the documents & depositions in Case No 1 of 1848 before the Magistrate

of Madura — These are voluminous, and their translation will take a considerable time. It will be proceeded with immediately & I will transmit by tomorrow's Post an official summary of the evidence which will perhaps enable the pleaders to judge whether the application for Copies should be resisted —

The other papers are not long; but the Court will remember that today is Monday the 7th and that 4 days wholly or partially are occupied by the Tappal in travelling from Madura to Madras. The papers in fact must leave on Saturday night the 12th, to reach Madras before the hearing, and then for their perusal, there will remain no time at all —

(Signed) R. D. Parker
Collr.

No. 75 Madura, 7th July 1851.

To The Secretary to the Court of Wards.

Sir, With reference to the 14th Parah of my Report dated the 7th May last on the settlement of the Shevagunga Zemindary for fusly 1259, I have the honor to request the sanction of the Court of Wards to file, thro' the Guardian, the enclosed Plaint against Mootoosawmy Pillay a defaulting purchaser of part of the paddy produce of fusly 1258.

(Signed) R. D. Parker
Collector.

No. 82

Madura 21st July 1851

To The Court of Wards.

Sir, With reference to my letter of the 7th Instant, I have the honor to enclose a Memorandum shewing what papers entered in Messrs. Dale & Boysons list have been forwarded to to you under Binders and what have not been finished either from their not being procurable or involving much labour in the preparation.

I have at the same time, the honor to acknowledge the receipt of the Board's Proceedings of the 15th Instant.

(Signed) R. D. Parker
Collector

No 86

Madura 29th July 1851

To

The Secretary to the Court of Wards

Sir,

With reference to your letter of the 21st Instant I have the honor to transmit copy of the Letter addressed to the Board of Revenue under date the 26th October 1830, by Ranee Purvatha Verdhany Natchiar the original of which was forwarded to this Office with the Board's letter dated the 29th November 1830.

A translation will be sent as soon as completed.

(Signed) R. D. Parker
Collector

No 94

Kodakanul 6th August 1851.

To

The Secretary to the Court of Wards.

Sir,

As promised in my letter of the 29th Ultimo, I have the honor to forward herewith a translation of the letter addressed to the Board of Revenue by Purvatha Verdany Natchiar under date the 26th October 1830.

(Signed) R. D. Parker.
Collector.

No 98

Madura 25th August 1851

To

The Secretary to the Court of Wards

Sir,

To the Court of Wards 12th Octr 1849. From Do 29th Do

With reference to the correspondence noted in the margin, I have the honor to transmit copy of the Decree of the Sudr Udault in A.S. No 1 of 1850 confirming the Decree of the Civil Court of Madura in O.S. No 2 of 1848 brought by Varden Seth[?] Esquire against the Minor Zemindar of Shevaganga. The Decrees are in favor of the Minor.

The usual proceedings will be adopted for recovery of the costs adjudged to be paid to the Minor by the appellant amounting to Rs 817-5-3.

(Signed) R. D. Parker
Collector

No. 637

Received from C. R. Baynes Esquire the sum of Company's Rupees (108-14-6) One hundred & eight, annas fourteen, & Pice Six being the amount of Rent of the Toppacolum Bungalow belonging to the Minor Zemindar of Shevagungah for the months of July August and September 1851 after deducting the charges for repairs to the Bungalow & gardeners wages

Madura
20th October 1851

(Signed) R. D. Parker
Collector

No. 688

Received from C. R. Baynes Esqr the sum of Company's Rupees (81-14-") Eighty one an annas fourteen being the amount of rent of the Toppacolum Bungalow of the Minor Zemindar of Shevagungah for the month of October 1851 after deducting the charges for gardeners wages & value of a new Leather Bucket

Madura
5th November 1851

(Signed) R. D. Parker
Collector

No. 154

To The Civil Engineer 8th Division

Sir,

I have the honor to forward the undermentioned Statements of actual Expenditure on repairs of Tanks and watercourses &c in the Minor Zemindary of Shevagungah during the year 1850 Viz.

1 Statement of Ordinary repairs &c with an abstract exhibiting work performed up to 31st December 1850 Rupees	25671-5-"
3 Statements of Emergent Repairs to Tanks, Buildings, Roads &c	1133-9-"
	26804-14-"

Madura
14th November 1851

(Signed) R. D. Parker
Collector

No. 168

To The Secretary to the Board of Revenue

Sir,

With reference to the correspondence noted in the margin I have the honor to transmit copy of the Proceedings of the Sudr Adalut on

To Court of Wards 13th Feby 51
From Do 24th Feby
To Do 8th March
From Do 24th "
To Do 9th May
From Do 19th "

To Court of wards 5th June 1851
From do. 16th June "

on the application of the Guardian of the Minor Zemindar of Shevagungah for the admission of a Special appeal from the Decree of the Civil Judge of Madura in A. S. No. 39 1850 which involved the question of the legality of the grant by Zemindars of perpetual Cowles for cultivation of waste lands.

2 You will observe that the Court of Sudr Udalut have rejected the application, thus affirming the legality of such perpetual Cowles contrary to the interpretation put upon their letter to Government of 22d April 1831 by Government and the Board of Revenue. The Court also remark that the Privy Council noticed in their decree Neelady Row Versus Vencatapathy Rouze dated 27th June 1834, that it was perfectly competent for the Zemindar to alienate them (waste and uncultivated lands)

Considering how very much the real value of estates may be impaired by such alienations of waste, I cannot say that the observations of the Court satisfy me that it was the intention of Regulation XXX of 1802 to authorize them: but as the question could not be more plainly stated than in the Special Petition and the answer now given is equally plain, acquiescence, is, I suppose, the only course to be pursued.

The Board are aware that the letter of Sudr Udalut to Govert., alluded to above is published in their Circular orders as shewing that Permanent Cowles by Zemindars are illegal. It is for their consideration, therefore, whether a fresh Circular is not rendered necessary by the present decision.

Madura
9th December 1851

(Signed) R. D. Parker
Collector

17/7/78

Checked
13.7.78